

REQUEST FOR PROPOSALS

Item Description: Re-Bid CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE)

Date to be opened: Monday, April 10, 2023

Issuing Department: Department of Public Works

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: <u>purchasing@providenceri.gov</u>
 - Please use the subject line "**RFP Question**"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence:
 - Grace Diaz, MBE/WBE Outreach Director
 - Phone: (401) 680-5766
 - Email: <u>gdiaz@providenceri.gov</u>
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - Roger Biron, Assistant Chief Engineer
 - (401) 680-7531
 - Rbiron@providenceri.gov
 - Please use the subject line "RFP Question CITY OF PROVIDENCE 2023 SEWER SYSTEM EVALUATION (SSE)".

All questions or comments concerning this RFP must be submitted via email by Tuesday, March 28, 2023, at 12:00 PM. Bidders are responsible to monitor the website for addendum. An addendum acknowledgment page is included in the Bid Forms.

Pre-bid Conference

Please note, there is no pre-bid conference for this bid solicitation.



INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of the City Clerk. Room</u> 311, City Hall. 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the RFP and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form <u>do not</u> recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

**<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is <u>NOT</u> requested to be provided in your initial bid by design.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 9-13) or on: <u>https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>

*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

***Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



NOTICE TO VENDORS

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's <u>Open Meetings Portal</u>.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (<u>RIGL Sec. 37-13-1 et seq</u>.)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 3 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



BID TERMS

- Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany a bid, or the bid will not be considered by the Board of Contract and Supply</u>. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for **\$____** must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of <u>5</u> per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
- 2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
- 3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

- 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



BID FORM 1: Bidders Blank

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual):

Contact Name:	
Business Address:	_
Business Phone #:	_
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local	agent for service of
process that <i>is located <u>within</u> Rhode Island</i>	
Delivery Date (if applicable):	
Name of Surety Company (if applicable):	
Total Amount in Writing:	
Total Amount in Figures:	
Use additional pages if necessary for additional bidding details.	

Signature of Representation

Title



BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Upon behalf of	(Firm or Individual Bidding),
I,	<u>(Name of Person Making Certification)</u> ,
being its	(Title or "Self"), hereby certify that:

- 1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
- 2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this_____day of_____20___.

Signature of Representation

Printed Name



BID FORM 3: Certificate Regarding Public Records

Upon behalf of	(Firm or Individual Bidding),
Ι,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify an

understanding that:

- 1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
- 2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
- 3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
- 4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
- 5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this_____day of_____20___.

Signature of Representation

Printed Name



WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value. The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value. The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: http://odeo.ri.gov/offices/mbeco/

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders **must complete and submit the** *MBE/WBE Participation Affidavit* indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid**. **Your bid will not be accepted without an affidavit**.

Bidders who will be subcontracting: In addition to the MBE/WBE Participation Affidavit, Bidders who will be subcontracting must submit the *Subcontractor Disclosure Form* as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at https://www.naics.com/search/. Awarded bidders are required to submit

Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<u>http://odeo.ri.gov/offices/mbeco/mbe-wbe.php</u>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the MBE/WBE Participation Affidavit Form.
- e) Waivers will be considered for approval on a case-by-case basis.



Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at http://odeo.ri.gov/offices/mbeco/mbe-wbe.php. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <u>http://www.providenceri.gov/oeo/</u> or <u>http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved property. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <u>http://www.providenceri.gov/oeo/</u> or <u>http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at <u>gdiaz@providenceri.gov</u>. This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at <u>gdiaz@providenceri.gov</u>. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <u>gdiaz@providenceri.gov</u> or (401) 680-5766.



MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder:	Contact Email and Phone	
Company Name, Address and Trade:		

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____MBE ____WBE ____Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq*. of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value. The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value. The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. <u>I understand that these documents must be submitted prior to the issuance of a notice to proceed.</u> Initial

<u>I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports</u> required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the <u>contract.</u> Initial_____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. <u>I understand that I may not make a</u> substitution until I have obtained the written approval of the MBE/WBE Office. Initial

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.

Initial

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Signature of Bidder

Printed Name

Company Name

Date



SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS_____

Code:

Item Description (as seen on RFP):

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at https://www.naics.com/search/

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBES AND WBES. (Divide the sum of A and B by E and multiply result by 100).				%	



MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission.** This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not** recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder:	Contact Email and Phone	
Company Name, Address:	Trade	
Project /Item Description (as seen on RFP):		

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of ______% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor / or Duly Authorized Representative Printed Name

Date Signed

Signature of City of Providence (or Designee (Only)Printed Name of City of ProvidenceMBE/WBE Outreach DirectorMBE/WBE Outreach Director

Date Signed



BID PACKAGE SPECIFICATIONS

See attached bid documents and specifications, beginning on Page 18.



SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

• Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.



CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

pay any costs associated with your collection of an outstanding invoice.

- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- The City may terminate this Agreement upon five
 (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

CONTRACT DOCUMENTS

CITY OF PROVIDENCE - 2023 SEWER SYSTEM EVALUATION (SSE)

PROVIDENCE, RHODE ISLAND

HONORABLE BRETT P. SMILEY MAYOR, CITY OF PROVIDENCE



PREPARED BY:

DEPARTMENT OF PUBLIC WORKS 700 ALLENS AVENUE PROVIDENCE, RI 02905 401-680-7500

PATRICIA A. COYNE-FAGUE, ESQ. DIRECTOR

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1. INVITATION FOR BIDS

The City of Providence, Providence Public Buildings Authority (PPBA), Department of Public Works (City, PPBA, DPW, OWNER) is soliciting proposals from vendors (CONTRACTOR) with expertise in sewer system evaluations. This Project involves sewer cleaning and closed-circuit television (CCTV) inspection to identify sewer system maintenance and structural defects, integration of findings with the City's sewer GIS, and development of sewer system rehabilitation recommendations.

The Owner is defined as the Providence Public Buildings Authority (PPBA), the City of Providence (City), and the City of Providence Department of Public Works (DPW). All the above shall be performed in strict accordance with the Contract Documents and all work shall be to be completed in full by Friday, December 1, 2023.

On Monday, March 13, 2023, the Bidding/Contract Documents will be available for download from the following website: https://www.providence ri.gov/purchasing.

All questions or comments concerning the bidding of this project must be submitted in writing as prescribed in Section 2 of the Instructions to Bidders by Tuesday, March 28, 2023 at 12:00 PM. Bidders are responsible to monitor the website for addendum. An addendum acknowledgment page is included in the Bid Instructions.

A satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to **five (5%) percent of the total amount of the bid** shall accompany each proposal. The proposal guaranty will be furnished by surety companies licensed to do business in the State of Rhode Island. The City of Providence reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the City of Providence.

A Statutory Bond for Complete Performance and Full Payment in the amount of One Hundred (100%) percent of the Contract Price with a satisfactory surety company will be required of the successful bidder. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570 (Latest Revision published by the Federal Register). All bonds shall be in accordance with RIGL 37-12-1 and RIGL 37-13-14.

The Bidders' attention is called to the fact that this is a Prevailing Wage project, as set forth in the Bidding/Contract Documents and shall be paid on this project. Paid wages shall be at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under Decision Nos. 1 through 6 as applicable. Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials are available online at https://beta.sam.gov/.

The Bidders' attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, place of national origin, religion, sexual preference, or gender.

The Owner will not consider bids from prime bidders who do not prove at least 5 years construction experience (within the last 7 years) on Sewer System Evaluation (SSE) Investigation Projects of similar size and complexity, including in combined sewer systems; with a population more than 100,000 within the New England market. Instructions on documenting this experience are included in the "Statement of Bidders Qualifications" bid form in the Contract Documents.

Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of opening of bids, for the purpose of reviewing the bids and investigating the qualifications of bidders, all prior to award of the Contract. The Owner reserves the right to reject any or all bids either in part or in full. All bidders shall be available for a Pre-Bid Award Descope Meeting as may be required by the Owner. The Owner

1. INVITATION FOR BIDS

\lCOPDFS1\Department\DPWengineering\Capital Improvement Plan 2020-2022\1.4 Sewers\2022 Cleaning and CCTVRFPIREBID RFP - BOCS\2023-Providence SSE CCTV - Contract Book Final.docx reserves the right to descope one or more bidders. Additionally, the meeting minutes of the Descope Meeting shall be enumerated as part of the signed contract agreement. The intent is NOT to renegotiate cost in any manner but to obtain clarifications and details of representations made by the Bidder to assure an understanding of the bid prior to final award.

After a thorough review, and descope as required, of bids, the Owner anticipate submitting their recommendation for award of contract to the lowest responsible bidder to the Board of Contract and Supply for its regular meeting of Monday, May 8, 2023. The Board of Contract and Supply may take up to sixty (60) days to formally award.

1.1. QUESTIONS

If there are any questions, please contact the appropriate person listed below:

A. Pease direct questions relative to the bidding process, how to fill out forms, and how to submit a bid to:

City of Providence, Purchasing Department Phone: (401) 680-5264 Email: purchasing@providenceri.gov (Please use the subject line "RFP Question")

B. Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms to:

Grace Diaz, MBE/WBE Outreach Director Phone: (401) 680-5766 Email: <u>gdiaz@providenceri.gov</u> (Please use subject line "MBE WBE Forms")

C. Please direct questions relative to the contract documents in writing to:

Roger Biron, Assistant Chief Engineer Phone: (401) 680-7531 Email: <u>rbiron@providenceri.gov</u> (Please use the subject line "RFP Question - CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE)").

All questions or comments concerning this RFP must be submitted via email by Tuesday, March 28, 2023, at 12:00 PM. Questions received after this time may not be considered.

2. INSTRUCTION TO BIDDERS

2.1. USE OF SEPARATE BID FORMS

The Contract Documents include a complete set of Bidding Documents such as, but not limited to Front End Documents, Specifications, Drawings, Addendum and Contract forms which are compiled for the convenience of Bidders and are not to be detached from the Contract Documents, filled out, or executed. Separate copies of the Bid Forms are furnished for this purpose and can be found in this document.

2.2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents when issued and will be on file with the City of Providence Purchasing Department. In addition, all Addenda will be emailed to each person registered as holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidder.

2.3. INSPECTION OF SITE

- A. Each Bidder should visit the site in person and not rely on digital street and overhead views provided by mediums such as, but not limited to, Google and Bing to review areas of the proposed work and fully acquaint himself with the existing conditions there, relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Contract Documents and supporting information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which, he should have been on notice as a result thereof.
- B. 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 or to inspect the site, shall in no way relieve any Bidder from any obligation in respect to his Bid.

2.4. ALTERNATIVE BIDS

Add alternative bids are included in this contract. All requested alternates shall be bid. Bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.

2.5. ALLOWANCES

A. Allowances shall be included as part of the Base Bid TOTAL and then further delineated in the Project Schedule of Values where the drawdowns shall be accounted for. Allowances are subject to all general conditions and standards of the Contract. All unused funds connected with the allowances shall be fully credited to the Owner at project closeout.

1. Environmental Testing & Disposal of Hazardous/Contaminated Materials (\$50,000):

- (a) This allowance is for unanticipated hazardous materials remediation that may be required if materials are encountered as part of the construction of the project. Work under this allowance may include the cost of testing the suspected contaminated and associated remediation work.
- (b) The cost of testing performed under this allowance will be marked up by the Contractor in accordance with the General Conditions, Section 5.10 - Changes in Work. The Contractor shall provide invoices with the proper supporting documents that provide a formal detailed cost estimate for approval by the Owner or as otherwise may be established in the unit cost where applicable.

The remediation work under this allowance will be compensated on a time and materials basis including overhead and profit defined in Section 5.10. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

No additional compensation will be provided for all required Personal Protection Equipment as required by OSHA. This is considered a general obligation of the employer to the employees.

2. GIS Integration Allowance (\$15,000):

- (a) This task shall be performed by CDM Smith and paid under a \$15,000 allowance that the CONTRACTOR must carry in the contract. CDM Smith will complete the integration of the NASSCO PACP standard digital condition information, videos, logs, and recommendations from sewer system investigations with the OWNER's GIS database. NASSCO PACP standard defect locations and pipeline and manhole inspection scoring results will be linked directly to the OWNER's GIS using the unique asset identifiers in the GIS that were entered by the CONTRACTOR during the inspections. The City's contact person for GIS Integration at CDM Smith is Jayson Brennen (<u>BrennenJD@cdmsmith.com</u>).
- (b) The work performed under this allowance will be reimbursed at the costs of the actual fee plus five (5) percent for processing and coordination with CDM Smith.

3. Emergency On-Call Allowance (\$50,000):

- (a) This allowance is intended for any additional cleaning, CCTV inspection, and analysis (not included in the Base Bid scope of work) as requested by the Owner within the City of Providence.
- (b) Emergency requests will be paid per linear foot using the applicable Base Bid items that correspond to the diameter pipe cleaned and CCTV inspected, as measured in the field. These requests may include heavy cleaning of lines to facilitate the CCTV inspections. The CONTRACTOR must respond to the request within 48-hours and provide the video and inspection data to the City within 2 business days of completion of the work. These Emergency SSE requests will not impact the base bid quantities, they shall be added to the Schedule of Values as new line items carrying

the same unit prices as those diameters in the Base Bid. Shall be Paid as prescribed and defined in the unit prices.

4. Unforeseen Conditions (\$50,000):

- (a) Due to the nature of the work and potential for the discovery of conditions that could not be reasonably established or otherwise anticipated this allowance will be drawn against to expedite work required to allow the continuation of the project. This allowance includes possible scope changes resulting from changes due to field conditions, discovery of conditions that present harm to person, property, or otherwise jeopardizes the project schedule and team from proceeding in a timely manner, changes required by the utility companies that modify/adjust the direction of the prescribed plan set and/or other circumstance's that may be required due to items including but not limited to field conditions, regulatory changes and other processes.
- (b) The remediation work under this allowance will be compensated on a time and materials basis including overhead and profit defined in Section 5.10. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.
- B. While allowances are part of the Overall Bid Value (Base Bid) submitted, that Contractor is advised that there are No Guarantees that they will be used or otherwise drawn down on and should have no expectation of the allowance work being awarded. Allowances will be accounted for the Schedule of Values as separate Lines Items with the value debited as separate values as they are drawn against. Change Orders are used to memorialize the work completed but do not alter the Base contract value unless total exceed the awarded sum.

2.6. BIDS

- A. All Bids must be submitted on forms supplied by the Owner and shall include all of the requirements of the Contract Documents, including, but not limited to, the Drawings and other incidental and appurtenant exhibits including these INSTRUCTIONS TO BIDDERS. All Bids shall be complete in every respect and no interlineations, excisions or special conditions shall be made to be included in the Bid Form by the Bidder.
- B. All blank spaces for Bid Prices shall be filled-in in ink or typewritten; in both words and figures.
- C. Each Bidder shall include in their Bid the following information:
 - 1. Firm (name, address, phone, web address)
 - 2. Principals (names and home addresses)
- D. Required documents: Bid, Bid Documents including the Bid, Proposal Submission Documents (see Paragraph E); the Bid Guarantee, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested), shall be submitted to the City's Board of Contract and Supply as indicated on Page 1 of this document. One original and one paper copy of the bid documents and required forms shall be submitted along with one USB drive with a single PDF containing all bid documents and required forms. No CDs or emailed PDFs will be accepted. Failure to submit a USB stick with a single PDF of the required documents and forms may result in disqualification.

E. Proposal Submission Evaluation:

Respondents level of responsiveness and responsibility will be evaluated / scored using the criteria set forth below.

To be considered responsive and responsible, a brief proposal submission must include the following administrative and technical information for DPW review and subsequent selection recommendation(s):

- 1. Letter of Transmittal & Company Introduction (5 points max.): A Letter of Transmittal must accompany each response signed by an owner, officer of other authorized agent of the firm. Maximum length of letter shall be two pages. Qualified respondents must provide evidence of expertise relative to the services requested. Respondents are also required to include a complete description and other relevant information documenting organizational structure and specific office locations.
- 2. Statement of Bidder Qualifications (40 points max.): Respondents are to include a comprehensive listing of similar current and past projects and/or clients served providing related to the Scope of Work. Respondents must show proof of at least 5 years' experience (within the last 7 years) on SSE Investigation Projects of similar size and complexity, including in combined sewer systems; with a population more than 100,000 and within the New England market. Reference Section 2.9 Statement of Bidder's Qualifications for complete requirements.
 - (a) Additionally, resumes and past project information sheets regarding the history and experience of the prime consultant and all subconsultants proposed to be part of the project team. Resumes shall include the name(s), business address, phone number, email addresses, and resumes of individuals proposed to participate in all work efforts identified and needing to be performed to meet the intent of this project.
 - (b) The Project Manager shall be clearly identified along with the roles of other significant project participants. The CONTRACTOR and subcontractors shall be collectively scored based on their demonstrated level of experience and competence in the following areas:
 - (i) Experience working on SSE investigation projects of similar size and complexity.
 - (ii) NASSCO PACP certification for the CONTRACTOR responsible for reviewing and compiling recommendation report.
 - (iii) Experience compiling similar SSE recommendation reports.
 - (iv) Ability to submit a Microsoft Access database that is up to date and can be merged into a GIS system.
- 3. Client References (15 points max.): Respondents must provide at a minimum THREE (3) references for whom the respondent has provided similar Sewer System Evaluation work, detailing client name/address, complete contact information, type of project, description of services provided, and timeframe completed. The reference must have been directly involved in the project on behalf of the hiring agency and have direct experience supervising the work of the consultant. By listing these references, permission is granted to City to contact said individuals to verify the satisfactory performance of services provided.

- 4. Proposed Schedule (10 points max): Respondents shall provide a proposed project schedule broken down by task and subtask, including the base bid and additive alternate areas.
- MBE/WBE Participation (10 points max): Using the Subcontractor Disclosure Form, respondents shall provide a utilization plan of proposed MBE/WBE Subcontractors. The score will be weighted based on the percentage of participation (ie. 10% MBE/WBE participation = 5 points).
 - (a) The City has blanket goals of 10% Minority Business Enterprise (MBE) and 10% Woman Business Enterprise (WBE) utilization for a total of 20% of the total contract value. The selected respondents are responsible for achieving this goal or submitting a waiver. All relevant MBE/WBE forms must be submitted.
- 6. Required Bid Documents (20 points max): The following required forms must be filled out and submitted with the Proposal. Failure to submit all required forms will result in disqualification from this bid.
 - (a) Bid Forms
 - (i) Bid Form 1 Bidders Blank
 - (ii) Bid Form 2 Certification of Bidder
 - (iii) Bid Form 3 Certificate Regarding Public Records
 - (b) Form of Bid
 - (c) Schedule of Unit Prices
 - (d) Schedule of Rates for all Labor and Equipment
 - (e) City of Providence Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) forms
 - (f) Bid Bond
 - (g) Certificate of Corporate Principal
 - (h) Non-Collusive Affidavit of Prime Bidder
 - (i) Non-Collusive Affidavit of Subcontractor
 - (j) Certification of Non-Segregated Facilities
 - (k) Bidder's Certification for Equal Employment Opportunity
 - (I) Special Requirement for All Out-of-State Contractors and Firms
 - (m) Certification with Regard to Performance of Previous Contracts and Subcontracts
 - (n) Affidavit of Non-Discrimination
 - (o) Certification of Non-Discrimination in Equal Employment Opportunity
 - (p) Statement of Bidders Qualifications
 - (q) Proposed Subcontractors

- (r) Municipal Contract Addendum, Rhode Island Department of Labor and Training, Prevailing Wage Requirements (37-13-1 ET SEQ)
- F. Evaluation and Selection:
 - 1. A Technical Review Committee will be convened comprised of members of the City's Department of Public Works.
 - 2. The Technical Review Committee members will review and evaluate qualification proposal submissions from each Respondent to determine if they are responsive or nonresponsive to the requirements of this RFP. All responsive and responsible firms will be evaluated and rated based on the criteria herein. To be considered responsive and responsible, the Bidder's total proposal submission evaluation score shall be no less than 75 points. Bids with a score or 74 points or less will be considered nonresponsive and rejected.
 - 3. Those bids with a proposal submission evaluation score greater or equal to 75 points will be ranked in order of their total Base Bid cost from lowest to greatest.

Item	Points
1. Letter of Transmittal & Company Introduction	0-5
2. Statement of Bidder Qualifications	0-40
3. Client References	0-15
4. Proposed Schedule	0-10
5. MBE/WBE Participation	0-10
6. Required Bid Documents	0-20
Maximum Score	100
0 score = non-responsive/poor response	
Top score (differs with category) = excellent response	

G. Responsive and Responsible Bidder Selection Criteria:

Final evaluation and ranking will be based on the respondents' Proposal and ability/commitment to provide services to the City in a timely manner. The City may, at its sole option, elect to require interviews and presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate. The City may select a (responsive and responsible) respondent or respondents by lowest bid price, or a (responsive and responsible) respondent or respondents in the best interest of the City.The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and, at its option may reject the same.

- H. If the Contract is awarded it will be awarded by the Owner to the lowest responsive and responsible Bidder and/or Bidders. However, the City reserves the right to select an alternate bidder and/or award to multiple bidders, if in the best interest of the City.
- I. The award of the Contract to the lowest responsive and responsible bidder and/or bidders shall NOT guarantee or entitle them to the full Contract Amount. It is therefore understood by all parties that the actual amount of work completed, and the final Contract Amount shall be subject to availability of funds and needs and priorities of the City of Providence The Contract will require the completion of the work according to the Contract Documents.

2.7. BID GUARANTEE

- A. The Bid must be accompanied by a Bid Guarantee which shall not be less than five percent (5%) of the amount of Bid. The guarantee may be a bid bond in the form attached. The Bid Bond shall be secured by a guarantee or a surety company listed in the latest issue of the U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required guarantee. Certified checks, cashier's checks, or cash deposits will not be accepted. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder; all as required by the Contract Documents.
- B. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guarantee adjusted accordingly, otherwise the Bid will not be considered.
- C. Bid Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of Bids.

2.8. COLLUSIVE AGREEMENTS

- A. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- B. Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval and an affidavit substantially in the form provided in this document.

2.9. STATEMENT OF BIDDER'S QUALIFICATIONS

- A. Each Bidder shall completely fill out a Statement of Bidder's Qualifications noting his/her experience record in municipal sewer evaluations embraced in the work, his/her organization, and equipment available for the work contemplated on the form furnished for that purpose, and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.
- B. The Owner will not consider bids from prime bidders who do not prove at least 5 years construction experience (within the last 7 years) on SSE Investigation Projects of similar size and complexity, including in combined sewer systems; with a population more than 100,000 and within the New England market. Instructions on documenting this experience are included in the Statement of Bidder's Qualifications bid form.
- C. The Responsive and Responsible Low Bidder must:
 - 1. Provide a list of equipment owned/leased in their possession;
 - 2. Provide the names and resumes of the Superintendent and Supervisory personnel assigned major features of work;
 - 3. Provide a description of all self-performed work;

- 4. Provide the names of proposed subcontractors and extent of work to be performed;
- 5. The Contractor shall demonstrate and provide a work plan to comply with the State Public Works Contract apprenticeship program as prescribed by RIGL Title 37 Section 37-13-3.1. These documents are considered part of the Contract as if attached and written in full.
- 6. Provide the name of the firm's Equal Employment Opportunity with reference to the City or State;
- 7. Provide Certification of Non-Discrimination in Equal Employment Opportunity with reference to the State;
- 8. Provide financial references and set of audited financial statements (prepared by a CPA) for most recent 3-year period to City for its' review and approval;
- 9. Provide original letters from Bonding & Insurance Companies District Offices indicating willingness to furnish bonds/certificates;
- 10. Provide insurance documentation naming the Owner as additionally insured;
- 11. Provide list of 10 most recent contracts completed;
- 12. Provide list of all uncompleted contracts;
- 13. List whether in the past 3 years the firm has had any bids rejected for lack of qualifications, Responsibility, submission of informal/non-responsive bids, been denied or revoked of pre- qualification; or violated any State labor law or prevailing wage citation.
- 14. Provide proof of five years' work experience on projects of similar scope and size.

2.10. UNIT PRICES, SUPPLEMENTAL UNIT PRICES AND ALTERNATES

- A. The Unit Price for each of the items in the proposal of each Bidder shall include as part of the Unit Cost the pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the Unit Price Bid represents the Total Bid. Bid pricing sheets are included in Appendix A.
- B. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in the RHODE ISLAND DEPARTMENT OF TRANSPORTATION Standard Specifications for Road and Bridge Construction, 2004 Edition, Amended March 2018 GENERAL CONDITIONS PART 1, Section 104.0.7 a2.
- C. Add alternate bid items are included in this project. Each bidder shall include a unit price for these items. The Owner will determine if these work items will be added to the project. Bid pricing sheets for the add alternate items are included in Appendix A.
- D. The Bidder shall provide Bid Unit Costs that reflect the Fair Market Value of the work to be performed to prevent an unbalanced bid. As such the practice of submitting Penny, Dollar or Token Bid values is discouraged and could result in rejection of the bid if found to be unbalanced.

2.11. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

2.12. TIME FOR RECEIVING BIDS

- A. Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no Bid received thereafter will be considered. Bidders are solely responsible for delivery to and receipt by the Owner of bids. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.
- B. Bidders are cautioned that while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified, or amended, subject to rejection.

2.13. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud, every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

2.14. WITHDRAWAL OF BIDS

Bids may be withdrawn upon written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guarantee of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

2.15. DESCOPING MEETING

All bidders shall be available for a Pre-Bid Award Descope Meeting as may be required by the Owner. The Owner reserves the right to descope one or more bidders. Additionally, the meeting minutes of the Descope Meeting shall be enumerated as part of the signed contract agreement. The intent is NOT to renegotiate cost in any manner but to obtain clarifications and details of representations made by the Bidder to assure an understanding of the bid prior to final award.

2.16. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to the lowest, responsive, and responsible Bidder or Bidders submitting the bid complying with the conditions of the Invitation for Bids. The Bidder or Bidders to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received, whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do the work of general construction, any Bidder who does not habitually perform work with their own forces, the major portions of the work involved in the construction of the improvements embraced in this Site Improvements contract.
- C. The Owner will not award the Contact to any Contractor who is, at the time, ineligible under the provisions of any regulations issued by the Secretary of Labor; United States Department of Labor; or is not qualified under applicable ordinances of the City of Providence or the Laws of the State of Rhode Island. Attention of all Bidders is called to Title 37, Chapter 13, Sections

1-14, General Laws of Rhode Island, 1956, relative to the payment of wages, obligations and charges by Contractors on public works.

2.17. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

- A. Subsequent to the award within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement on the form included in the Contract Documents in such number of copies as the Owner may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "A" above, furnish a statutory surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services employed or used by him in performing the work. Such Bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guarantee or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.
- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Local Public Agency, shall constitute a default and the Owner may either award the Contract to the next lowest responsible Bidder, or readvertise for Bids and, may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed; irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund.

2.18. WAGES AND SALARIES

- A. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See General Conditions, Part II.
- B. The rates of pay set forth under General Conditions, Part II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as length of workday and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.
- C. Attention of all Bidders is called to Title 37, Chapter 13, Section I-14 of the General Laws of Rhode Island, 1956, relative to the payment of wages, obligations, and charges by contractors on public works.
- D. Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials are available online at https://beta.sam.gov/.

2.19. EQUAL EMPLOYMENT OPPROTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

2.20. NOTICE TO PROCEED, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

- A. The Bidder must agree to commence work on or before a date to be specified in a written Notice to Proceed by the Owner and to be fully completed by Friday, December 1, 2023.
- B. The Contractor is required to sign and date four (4) copies of the Notice to Proceed. The Contractor shall keep one copy and return the other three copies to the Department of Public Works, 700 Allens Avenue, Providence, RI, 02905 (2 copies for DPW and 1 copy for PPBA).
- C. The Bidder must agree to commence work on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the project by the indicated completion date. The Bidder will be subject to liquidated damages. as indicated in the SPECIAL CONDITIONS, Section 6.3.

2.21. ITEMS NOT LISTED IN THE BID

Appurtenant items of work shown on the drawings or specified or required to complete the work but not listed separately under the list of items in the Bid shall be included in the cost of payment under the various applicable Bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete data.

2.22. BALANCED BIDDING

- A. Minus-bidding on any item or items of the specifications is prohibited. Bids should be made on each separate item of work shown in the Bid (proposal) with reasonable relation to the probable cost of doing the work included in such items; the right is reserved to reject wholly any Bid in case an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect, or liable to affect adversely any interests of the Owner. The attention of the Bidder is called to the fact that unbalancing of Bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.
- B. The Bidder shall provide Bid Unit Costs that reflect the Fair Market Value of the work to be performed to prevent an unbalanced bid. As such, the practice of submitting Penny, Dollar, or Token Bid values is discouraged and could result in rejection of the bid if found to be unbalanced.

2.23. PRICES

- A. Bidders shall state the proposed price for the work by which the Bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the contract specifications and drawings. The price or prices proposed shall be stated both in writing and in figures, and any Bid not so stated may be rejected.
- B. If there is a discrepancy between the price written in words, and written in figures, the price written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the Bid Form.

C. The Contractor shall provide Schedule of Rates for all Labor and Equipment as part of the Bid for the project. This rate table will be used for adjustments in costs in the event they are required.

2.24. UNCERTAINTY OF QUANTITIES

- A. The quantities listed in the Bid (proposal) are approximate and are given only for use in comparing Bids and to indicate approximately the total amount of the contract, and the Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith but does call particular attention to the uncertainty in the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than those given in the Bid (proposal) as may be necessary in the judgment of the Owner to complete the work contemplated in the contract. Attention is particularly called to the fact that the quantity of work to be done under some Bids may be largely dependent on subsurface ground conditions encountered and therefore the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.
- B. Under the contract, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the Bid.
- C. Only such quantities of the respective items of work performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as ground for an increase or decrease in the Bid Prices.

2.25. CONTRACT

A contract in the form set forth hereinafter will be required to be executed by the successful Bidder and the Owner. The attention of all Bidders is, therefore, called to the form of said proposed contract and the provisions thereof.

2.26. WORK ON PRIVATE PROPERTY

Conditions may warrant work on private property due to grade change at a driveway, sidewalk or curb ramp. Work on private property may only occur with instruction from the Owner.

2.27. CONDITIONS OF WORK

- A. Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve the successful Bidder of his obligation to furnish all required materials, equipment, services, systems, and labor necessary to carry out all of the provisions of the Contract Documents, and to complete the prescribed set forth in their Bid. Insofar as possible, the Contractor, in the carrying out of their work must employ such methods or means as will not cause any reasonable interruption of or interference with traffic, the use of existing facilities and utilities, the use of municipally or State- or privately-owned lands, or with the work being performed by others. The Contractor shall perform the work in accordance with Technical Specifications. The Contractor is responsible for any and all additional efforts required to accommodate protections for pedestrians, vehicles and bicycle traffic through the work zone, including providing temporary access routes/ramps that are detectable and include accessibility features consistent with the existing sidewalks, resulting infield conditions created by the means and methods deployed by the Contractor.
- B. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon underground pipes and structures, subsurface soil conditions including rock and

groundwater, transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, the locations of existing utilities and structures affecting the work, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities and all other conditions affecting the work to be done and labor and materials needed, and make his Bid in sole reliance thereon, and shall not at any time after the submission of a Bid assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

2.28. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Testing and Remediation of Hazardous Materials
- B. Insurance Requirements
- C. Wage Rates
- D. Interpretation of Drawings and Specifications
- E. Test Pits
- F. Existing Utilities and Connections
- G. Layout of Work
- H. Locations of Work
- I. Schedule of Work
- J. Salvageable Materials
- K. Construction Schedule
- L. Occupational Safety and Health Standards (OSHA) required PPE shall be provided by the Contractor as part of their costs, as well as any PPE Requirements related to Covid-19.
- M. The Contractor shall submit a Life and Safety Plan prior to the execution of the Work including the Contractor's COVID-19 Plan
- N. Environmental

2.29. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and 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 as if they are attached and written in full.

2.30. DEFINITIONS

<u>Owner</u>: The term "Owner" means the Providence Public Buildings Authority (PPBA), the City of Providence (City), and the Department of Public Works (DPW) which are authorized to undertake this contract.

2.31. SEQUENCE OF CONSTRUCTION

The Contractor shall schedule his operations so as to minimize delays and inconvenience to traffic and shall at all times cooperate with the City of Providence, Parks Department, Department of Public Properties, Police and Fire Departments, the Traffic Engineering Department and the Department of Planning & Development and their appointed representatives. The Contractor shall also cooperate with the Department of Public Works, the Rhode Island Department of Transportation, the Providence Water Supply Board, Rhode Island Energy, the Rhode Island Public Transit Authority (bus stops and route impacts) and other private companies. The Contractor shall submit his proposed "Sequence of Construction" to the Owner for approval before commencing work and shall be flexible in revising the "Sequence of Construction" to meet the Owner's needs.

2.32. TITLE 37 - CHAPTER 13 (LABOR AND PAYMENT OF DEBTS BY CONTRACTORS – GENERAL LAWS OF RI, 1956, AS AMENDED)

Title 37 - Chapter 37-13 of the General Laws of RI, 1956, as amended, shall be considered part of this Contract as if attached and written in full.

2.33. PROVIDENCE CODE OF ORDINANCES – SECTION 21.28.1. QUALIFICATIONS OF PARTIES DOING BUSINESS WITH THE CITY.

The Contractor shall comply fully with this Section as if attached and written in full (https://library.municode.com/ri/providence/codes/code_of_ordinances)

2.34. INSTRUCTIONS TO BIDDERS

Instructions to Bidders are contained in the Instructions to Bidders Section, of which this Article is hereby made part of. When the provisions of the Contract Documents are changed by this Article, the portion modified is referred to by number. Unchanged portions and other provisions remain intact.

2.35. BID SECURITY

Bid Security shall be in the amount stated in the Board of Contract and Supply CONSTRUCTION & SERVICE CONTRACT BID TERMS and INVITATION FOR BIDS and shall be: Bid Bond naming the City of Providence as Obligee.

2.36. PRE-BID CONFERENCE

Please note, there is no pre-bid conference scheduled for this bid solicitation.

2.37. BIDDING REQUIREMENTS

- A. Attention is particularly called to those parts of the Contract Documents and Specifications dealing with the following:
 - 1. Required Bid Documents
 - 2. Insurance Requirements

- 3. Wage Rates
- 4. City of Providence Code of Ordinances, Chapter 21, Article II, Section 21-52. Minority and Women Business Enterprise
- 5. City of Providence Code of Ordinances, Chapter 21, Article II, Section 21-28.1. Qualifications of parties doing business with the Owner.
- B. The Bidder is specifically advised that any person or firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

2.38. REQUIRED BID DOCUMENTS

The following documents must be fully executed on the special forms provided herein and must accompany all bids:

- A. Bid Forms
 - 1. Bid Form 1 Bidders Blank
 - 2. Bid Form 2 Certification of Bidder
 - 3. Bid Form 3 Certificate Regarding Public Records
- B. Form of Bid
- C. Schedule of Unit Prices
- D. Schedule of Rates for all Labor and Equipment
- E. City of Providence Board of Contract and Supply and MBE/WBE Participation Forms
- F. Bid Bond
- G. Certificate of Corporate Principal
- H. Non-Collusion Affidavit of Prime Bidder
- I. Non-Collusion Affidavit of Subcontractor
- J. Certification of Non-Segregated Facilities
- K. Bidder's Certification for Equal Employment Opportunity
- L. Special Requirement for All Out-of-State Contractors and Firms
- M. Certification with Regard to Performance of Previous Contracts and Subcontracts
- N. Affidavit of Non-Discrimination
- O. Certification of Non-Discrimination in Equal Employment Opportunity
- P. Statement of Bidders Qualifications
- Q. Proposed Subcontractors

R. Municipal Contract Addendum, Rhode Island Department of Labor and Training, Prevailing Wage Requirements (37-13-1 ET SEQ)

2.39. CERTIFICATE OF NON-SEGREGATED FACILITIES

All contractors should be aware of the Certification of Non-Segregated Facilities which is part of the Bid proposal.

2.40. CERTIFICATION WITH REGARD TO PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE

In general, this certificate refers to Standard Form 100, which is an annual form submitted by certain contractors to the U.S. Department of Labor. Contractors should refer to the Federal Procurement Regulations for a more thorough explanation of this report.

2.41. SUBMISSION OF STANDARD FORM 257

Bidders shall be advised that the contractor who is awarded the Contract will be required to submit to the Department of Labor Form 66 and the Minority Manpower Utilization Report. This report will be completed for the Owner on the fifth day of each month for work done the preceding month. This report is required of not only the prime contractor, but all subcontractors and must reflect minority manpower utilization for all work done in the State during the performance of this Contract.

2.42. MISCELLANEOUS / NOTIFICATIONS

A. The Contractor shall notify "Dig-Safe" and all public and private utility companies for confirmation and layout of utility locations prior to the commencement of work.

City-Owned utilities such as but not limited to drainage, sewers, traffic signal and street lighting infrastructure are NOT PART of the DIG SAFE program in Providence and are not marked by the City of Providence. Contractors are urged to exercise due diligence and review handholes, manholes, fixtures and other visual clues that underground utilities exist in the Work Zone that may not be located and marked by Dig Safe. This effort may require observing underground structures by removing manhole and handhole covers to observed depths and direction of utilities. Additionally, the Providence Department of Public Works does have a limited library of public utilities and roadway information on file. This information can be obtained by contacting the Engineering Division at DPW.

- B. Refer to the Contract Specifications for Additional Requirements.
- C. The Contractor shall verify all dimensions and accurately locate the property boundary and Limit-of-Work lines to the satisfaction of the Owner prior to the commencement of work.
- D. As of May 18, 1995, all contractors proposing to execute work within the public right-of-way in the City of Providence must obtain an annual sidewalk license through the Providence Department of Public Works, 700 Allens Avenue, Providence, RI. The annual license fee is \$100.00, to be paid by the Contractor.
- E. The Contractor shall be back charged for at actual costs to correct issues resulting from not failure to perform this task and required timely notifications of work. The Contractor will not be eligible for extensions in time for failure to comply.
- F. Project layout and the highest standards of execution for the project is extremely important. All methods and materials will be approved in advance of the execution of work. The Contractor, Owner, Owner's Representative, and Project Manager shall agree on a project schedule,

acceptable work schedule and schedule of approvals in advance of any work or action taken on the site and delivery of materials.

- G. Contractors and Subcontractors shall provide all the qualified and skilled labor required to meet the quality level expected for this project. If the Owner determines that the Contractor is not providing the labor and skill required he/she will be required to immediately provide new personnel or Subcontractor for said skill acceptable to the Owner to replace unacceptable sections/areas and continue the project.
- H. Work deemed unacceptable during the course of the work will be cause for the Owner to reasonably withhold payments for work completed to-date until acceptability is achieved and required work is properly corrected. The contractor shall not proceed to new work until work done to-date is acceptable.

2.43. HOLDING OF BIDS

A. Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of Opening of Bids, for the purpose of reviewing of bids and investigating the qualifications of bidders, all prior to award of Contract.

2.44. AWARD OF CONTRACT / START OF CONSTRUCTION

- A. The CONTRACT for construction is expected to be awarded on Monday, May 8, 2023. The Board of Contract and Supply may take up to 60 days to formally award the Contact and the Contract shall commence work within 14 days of Contract Award unless otherwise agreed to in writing.
- B. CONTRACTOR shall commence construction within ten (10) calendar days of issuance of NOTICE-TO-PROCEED. The Contractor shall have made application for required bonds no later than the day after Contract Award. The City reserves the right to issue notices to proceed in phases.

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3. REQUIRED BIDDING DOCUMENTS

LIST OF FORMS:

The following forms must be completed and signed by the bidder and included with the bid. Failure to execute any form, or portion thereof may lead to disqualification of a bid. Blank copies of the forms are included in the Appendix.

- 1. Bid Forms
 - (a) Bid Form 1 Bidders Blank
 - (b) Bid Form 2 Certification of Bidder
 - (c) Bid Form 3 Certificate Regarding Public Records
- 2. Form of Bid
- 3. Schedule of Unit Prices
- 4. Schedule of Rates for all Labor and Equipment
- 5. City of Providence Board of Contract and Supply and MBE/WBE Participation Forms
- 6. Bid Bond
- 7. Certificate of Corporate Principal
- 8. Non-Collusion Affidavit of Prime Bidder
- 9. Non-Collusion Affidavit of Subcontractor
- 10. Certification of Non-Segregated Facilities
- 11. Bidder's Certification for Equal Employment Opportunity
- 12. Special Requirement for All Out-of-State Contractors and Firms
- 13. Certification with Regard to Performance of Previous Contracts and Subcontracts
- 14. Affidavit of Non-Discrimination
- 15. Certification of Non-Discrimination in Equal Employment Opportunity
- 16. Statement of Bidders Qualifications
- 17. Proposed Subcontractors
- 18. Municipal Contract Addendum, Rhode Island Department of Labor and Training, Prevailing Wage Requirements (37-13-1 ET SEQ)

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4. CONTRACT FORMS

Copies of the following contract forms are included in the Appendix.

LIST OF FORMS

- A. Construction Agreement
- B. Contract Bond for Complete Performance and Full Payment
- C. Contractor's DBE Subcontractor Utilization Form
- D. Partial Release Contractor
- E. Final Release Contractor
- F. Partial Release Subcontractor
- G. Final Release Subcontractor

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5. GENERAL CONDITIONS

5.1. SCOPE OF WORK

The City of Providence, Department of Public Works (DPW, City, OWNER) is soliciting proposals from vendors (CONTRACTOR) with expertise in sewer system evaluations.

This Project involves sewer cleaning and closed-circuit television (CCTV) inspection to identify sewer system maintenance and structural defects, integration of findings with the City's sewer GIS, and development of sewer system rehabilitation recommendations. The following describes the tasks associated with the scope of services:

Task 1: Sewer System Evaluation (SSE)

A closed-circuit television (CCTV) inspection/cleaning company shall clean and CCTV inspect approximately 114,000 linear feet (LF) of pipes as specified in the Base Bid in the project areas of the City of Providence. See Table 1 on the following page for a breakdown of pipes to be inspected by diameter and Appendix E for maps of the inspection locations. The pipes selected for inspection include sanitary, combined, and stormwater pipes.

Respondents shall be aware, that depending on pricing and available funds, Additive Alternates may be included in the contract. Tables 2 through 4 summarize the lengths and diameters of each of the three (3) Add-Alternates, and project limits are included in Appendix E. Respondents shall provide costs for Base Bid and all Add Alternates separately in the proposal.

Depending on the bids received, Additive Alternate, No. 1 (Trinity Square) may be included in the base bid scope of work to be completed by Friday, December 1, 2023. The City may elect to award the base bid only, or the base bid and any combination of additive alternates.

NASSCO's Pipeline Assessment Certification Program (PACP) standards for pipeline assessment must be followed as part of these investigations and all inspection data will be delivered in a PACP compliant format. CONTRACTOR shall submit a sample PACP Exchange database to the City's Consultant, CDM Smith, prior to starting CCTV inspections to ensure the data and format being collected is PACP compliant. CDM Smith hosts and maintains the city's sewer GIS database. CDM Smith will check the sample database to verify it is formatted correctly and can be imported into the OWNER'S CCTV database and can be integrated with the OWNER's GIS without issues. It is the responsibility of the CONTRACTOR to ensure the data delivery is acceptable prior to beginning inspection work.

The CONTRACTOR shall provide a competent Superintendent and/or Project Manager, dedicated to the project and satisfactory to the Owner, on the work at all times during working hours with full authority to act on behalf of the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the proper coordination and expediting of their work.

The CONTRACTOR shall lay out their own work and shall be responsible for all work executed under the Contract. The CONTRACTOR shall field verify conditions and accessibility prior to scheduling the cleaning and CCTV work and will be held responsible for any error resulting from failure to do so.

Diameter	Length (ft)
6"	150
8"	18,000
12"	49,000
15"	9,000
16"	1,600
18"	4,200
20"	6,500
22"	900
24"	8,400
26"	500
30"	850
33"	2,800
36"	1,600
38"	1,800
39" X 26"	250
40"	1,800
42"	1,600
46"	1,600
48"	1,500
50"	1,350
54"	100
Total	113,550

Table 1. Base Bid CCTV Inspection Lengths by Diameter

Diameter	Length (ft)
8"	1,000
12"	30,000
15"	3,300
16"	100
18"	1,800
20"	3,250
22"	1,850
24"	1,850
26"	275
30" x 20"	500
33"	1,100
38"	700
40"	400
Area Total	46,125

Diameter	Length (ft)
8"	1,800
10"	150
12"	13,000
15"	200
28"	400
32"	950
42" X 28"	250
Area Total	16,750

Table 3: Additive Alternate No. 2 CCTV Inspection Lengths by Diameter

Table 4: Additive Alternate No. 3 CCTV Inspection Lengths by Diameter

Diameter	Length (ft)
6"	175
8"	150
12"	23,000
15"	1,850
16"	400
18"	1,450
20"	2,100
22"	950
24"	500
27"	100
36"	2,450
40"	1,400
48"	400
Area Total	34,925

Preparatory cleaning will be performed in all pipeline segments prior to CCTV inspection to show all visible defects. Heavy cleaning may also be required as defined in the Price and Payment section. In areas where tree roots obstruct viewing of pipe conditions, root cutting shall be performed. CCTV inspection logs and videos of the inspected pipes will be delivered as part of the project via digital media (external hard drive or USB thumb drive), and GIS integration with DPW's GIS database. All inspections will follow the DPW's manhole and pipeline asset identification system as noted in DPW's GIS database. All work shall be completed in accordance with the specifications in Appendix C.

Should a siphon be encountered crossing Willow Lake in Roger Williams Park (MH 3444 to MH 1864) during inspection, the CONTRACTOR must contact DPW to confirm the next steps before cleaning the siphon. Record drawings for the suspected siphon under Willow Lake are not available. There are separate bid items for siphon cleaning and inspection.

Task 1A: Emergency On-call SSE Requests:

CONTRACTOR must be responsive to City's request to clean and CCTV inspect sections not included in the current scope on an emergency basis while mobilized onsite during the execution of the scope included herein.

Task 1B: Manhole Access:

CONTRACTOR shall compile a list of buried manholes required to be located, uncovered, and/or raised to grade to facilitate CCTV Inspection. The City will determine, on a case-by-case basis, whether the work will be completed by their own forces or authorize the CONTRACTOR to complete it. See Appendix C and Appendix D for technical specifications, price and payment, and City of Providence Standard Details related to buried manholes and frame and cover installation. The CONTRACTOR should assume that manholes may be in either paved roadways or off-road easements. The City maintains the right of access to the sewer and drainage infrastructure located within the easements. Coordination with property owners (including RIDOT for highway crossings and state-maintained roads) will be required for reaches within the scope of work that traverse outside the public right of way.

Truck access will be allowed within Roger Williams Park. The bidder is reminded that damage to landscaped areas (including but not limited to tire tracks and rutting), pavements, utilities, or private properties shall be promptly repaired (in kind) to the satisfaction of the owner, at the Contractor's expense.

There may be situations where manhole access may be limited or impracticable. On a case-by-case basis, the OWNER will make the determination whether to allow for CCTV through intermediate structures, rather than from manhole to manhole. Buried manholes that were not exposed during cleaning and CCTV operations shall be documented on the Sewer GIS database to be addressed in the future.

Approximate surface conditions via aerial photography, record drawings, and a general schematic of the sewer and stormwater system may be accessed at the following web site under the Sewer and Stormwater GIS and Plan Viewer: <u>https://providence-gis-hub-pvdgis.hub.arcgis.com</u>. The City does not warrant the accuracy or completeness of the information presented; it is provided for informational purposes only.

Task 2: Data Analysis and SSE Report

CONTRACTOR will use the information generated by the sewer system investigations and analysis described above to identify maintenance and structural defects and recommend cost-effective sewer system rehabilitation actions; including, cured-in-place pipe (CIPP) lining, spot replacement of sewer pipe and service laterals and any other technology which may be pertinent. See Price & Payment for further information on the Periodic Summary Technical Memoranda and the Final SSE Reports.

Task 3: GIS Integration

This task will be performed by CDM Smith and paid under a \$15,000 allowance that the CONTRACTOR must carry in the contract. The task to be performed by CDM Smith is described below to allow the CONTRACTOR to understand the scope and interconnectivity between data collected and GIS Integration task. The City's contact person for GIS Integration at CDM Smith is Jayson Brennen (BrennenJD@cdmsmith.com).

Under this task, CDM Smith will complete integrate the NASSCO PACP standard digital condition information, videos, logs, and recommendations from Task 2 above with the OWNER's GIS

database. NASSCO PACP standard defect locations and pipeline and manhole inspection scoring results will be linked directly to the OWNER's GIS using the unique asset identifiers in the GIS that were entered by the CONTRACTOR during the inspections.

5.2. **DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms defined:

- A. <u>Addendum:</u> The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.
- B. <u>Contract:</u> The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS form a part.
- C. <u>Contract Documents:</u> The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Condition, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- D. <u>Contractor:</u> The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to construct and install the improvements embraced in this Contract.
- E. <u>Drawings:</u> The term "Drawings" means the drawings listed in the Schedule of Drawings.
- F. <u>Engineer:</u> The term "Engineer" means any qualified person or persons, employed by the Local Public Agency for the purpose of directing or having in charge the work of Site Improvements embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- G. <u>Local Government:</u> The term "Local Government" means the City of Providence, Rhode Island, within which the Project Area is situated.
- H. <u>Owner:</u> The term "Owner" means the CITY OF PROVIDENCE, THE CITY OF PROVIDENCE DEPARTMENT OF PUBLIC WORKS (DPW) and the PROVIDENCE PUBLIC BUILDING AUTHORITY (PPBA) which are authorized to undertake this Contract.
- I. <u>Project Area:</u> The term "Project Area" means the site of the CITY OF PROVIDENCE 2023 SEWER SYSTEM EVALUATION (SSE) within the City of Providence which are the specified Contract limits of the evaluation contemplated to be completed in whole or in part under this Contract. The Project Area shall be considered the City of Providence boundaries.
- J. <u>Technical Specifications:</u> The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- K. Wherever in the specifications or upon the contract drawings the words directed, required, permitted, ordered instructed, designated, considered necessary, or words of like import are used, it shall be understood that the direction, requirement, permission, order, instructions, designation or decision of the Owner is intended; where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that reference to the drawings accompanying these specifications is made unless otherwise stated; and similarly the words

approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable, or satisfactory to the Owner or his representative. As used herein "provided" shall be understood to mean "provided complete in place", that is "furnished and installed complete".

5.3. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent Superintendent and/or Project Manager, dedicated to the project and satisfactory to the Owner, on the work at all times during working hours with full authority to act on behalf of the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The Contractor shall lay out their own work and shall be responsible for all work executed under the Contract. The Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from failure to do so.

5.4. SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this contract until they have submitted a non-collusion affidavit from the Subcontractor and have received written approval of such Subcontractor from the Owner. (See Non-Collusion Affidavit for Subcontractor in Bidding Documents section)
- B. No proposed Subcontractor shall be disapproved by the Owner except for cause.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the improvements embraced in the Site Preparation.
- E. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.
- F. The Contractor shall have full control over their Subcontractors to deliver the project and/or elements of the project allowing he Contractor to perform the work timely. The Contractor shall not permit any Subcontractor from holding up the project due to unavailability or not wanting to perform small sections of Work. If a Subcontractor is not able to perform work in a timely manner, the Contractor shall replace them with a replacement Subcontractor approved by the Owner.
- G. The Contractor shall provide complete sets of items, such as, but not limited to, Contracts, Specifications, Drawings, Sketches and other applicable documents for both office and field use.

5.5. OTHER CONTRACTS

The Owner may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other Contractor, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled.

5.6. FITTING AND COORDINATION OF THE WORK

The Contractor shall be fully responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon this Contract. The Contractor shall be prepared to guarantee to each of their Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

5.7. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connections therewith.

5.8. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Cost Loaded Progress Schedule (in PDF and Native Format), showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress every two weeks Every two weeks, the Contractor shall update and submit the progress schedules for review by the Owner. Failure to maintain the progress schedule will be cause to withhold payments due to the Contractor.

5.9. COMPENSATION AND PAYMENTS TO CONTRACTOR

- A. Compensation:
 - 1. When base bid quantities are exceeded, they shall be added to the Schedule of Values as a new line item. The Contractor and the Owner all shall monitor overages versus those items coming in lower than estimated to assure that the budget health is not compromised.
 - 2. The amount of the Contract (accepted bid prices) listed in the Bid is based on the estimated quantities as set forth in the Bid. Actual work may result in greater or lesser quantities estimated. It is understood and agreed that the CONTRACTOR will accept as payment the actual measured quantities at the unit set forth in the accepted bid.
 - 3. The estimated quantities given in the Bid (proposal) for the various items of work are given for the purpose of comparing proposals 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 profits 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 (proposal) except as provided for in Section 5.10 hereof.
 - 4. 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.

- Any work necessary to be performed after regular working hours, on Saturdays, Sundays and legal holidays, shall be performed by the Contractor without additional expense to the Owner.
- 6. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department, RIDOT for state maintained roads, or as specified in the Contract Documents.
- 7. Payments for unit items shall be in accordance with the specifications.
- B. Progress Payments:
 - 1. The CONTRACTOR shall prepare his requisition for monthly progress payment, at a date to be specified by the Owner, and submit it digitally in a PDF and unlocked Excel document formats, to the Owner for his approval. The amount of the payment due the CONTRACTOR shall be determined by adding to the total value of work completed to date and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual quantities of work completed and on the unit prices contained in the Bid Form. For lump sum items the value of the work completed to date will be based on the actual amount of the work done. Copies of all invoices shall be available for inspection by the Owner or his representative.
 - 2. THE OWNER, PRIOR TO MAKING EACH PAYMENT TO THE CONTRACTOR, shall require the Contractor to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the Contractor, or any Subcontractor, if this is deemed necessary to protect its interest. Additionally, the Contractor may be required to submit certified payrolls for any and all employees, including Subcontractors.
 - 3. Payment Processing Requirements:
 - (a) Certified Payrolls
 - (b) MBE/WBE Utilization Form
 - (c) Lien Releases
 - (d) Summary of Items for Period and Completed to Date (with Progress Report)
- C. Final Payment:
 - 1. After DPW's receipt of the final SSE Report, all project related inspection reports, videos, pictures, other multimedia, and GIS data, and acceptance by the Owner of all work under the Contract, the CONTRACTOR shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Bid Form. The total amount of the final payment due the CONTRACTOR under this contract shall be the amount computed as described above less all previous payments. Final payment to the CONTRACTOR shall be made subject to his furnishing the Owner with the Final SSE Report, and a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract., other than such claims, if any as may be specifically excepted by the Contractor from the operation of the release as provided under Section 5.14 hereof.
 - 2. The Contractor shall retain consent of surety. This shall be submitted at the time of the final Payment requisition.

- 3. The Owner, before paying the final invoice, may require the CONTRACTOR to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment and services to the CONTRACTOR, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the CONTRACTOR without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.
- 4. Withholding of any amount from the Owner under Section 6.3, entitled "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.
- 5. Final payment by the Owner shall in no way relieve the Contractor for liability for its obligations to repair or replace faulty or defective Contract Work discovered after final payment. All such defenses Contractor may have to such claims are preserved.
- D. Withholding Payments:
 - 1. The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
 - (a) Certified Payroll
 - (b) WBE and DBE
 - (c) Liens Releases
 - (d) Supporting information to review invoices
 - (e) Incomplete Work
 - (f) Not Addressing REAL TIME Punch lists
- E. Payments Subject to Submission of Materials Certificates and Materials Testing:
 - Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors. Materials and associated bid items found to be deficient by the City's third-party testing agency will not be paid until defective materials have been replaced.
- F. Payments Subject to Reporting Requirements:
 - 1. Each payment to the Contractor by the Owner shall be made after satisfactory reporting is submitted for First Source, Apprenticeship Utilization, MBE/WBE utilization and any other reporting as stated at the pre-construction meeting. Payment to the Contractor by

the Owner is also contingent upon receipt of updated and accurate project construction schedules.

- G. Payments Subject to Certified Payroll Requirements:
 - 1. Complete and executed certified payroll statements are required to be submitted with all invoice requests. Failure to do so will result in non-payment until certified payrolls are received.
- H. Payments Subject to Progress Schedule
 - 1. Each payment to the Contractor by the Owner shall be made subject to submission of a current, accurate and reasonable progress schedule. Failure to do so will result in non-payment until a progress schedule is received and accepted.

5.10. CHANGES IN THE WORK

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidation of the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.
- D. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - 1. If the proposal is acceptable, the Owner will prepare the change order in accordance with Paragraph E below for acceptance by the Contractor, and
 - 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis, defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- E. Each change order shall include in its final form:

- 1. A detailed description of the change in the work.
- 2. The Contractor's proposal (if any) or a conformed copy thereof.
- 3. A definite statement as to the resulting change in the contract price and/or time.
- 4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
- F. For any changes agreed by Owner and the Contractor, the Contractor shall be allowed a markup on any additional work not accounted for, as follows:
 - 1. The Contractor shall consider a markup of cost of work plus general conditions at three percent (3%) plus overhead and profit at nine percent (9%).
 - 2. The Subcontractor shall consider a markup of cost of work plus general conditions at three percent (3%) plus overhead and profit at nine percent (9%).
 - 3. The Contractor's markup on Subcontractors shall be five percent (5%).
 - 4. Labor and equipment rates shall be as provided as part of the original Bid document.

5.11. CLAIMS FOR EXTRA COST

- A. If the Contractor has any claims for additional cost or extension of time, they shall, within three days after the occurrence of the claim, and in any event before proceeding to execute the work, submit their claim in writing to the Owner, stating clearly in detail the basis of the claim. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 5.10 hereof.

5.12. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. <u>Termination of Contract</u>: If the Contractor or any of his Subcontractors refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Drawings, or violates any other Provisions of this Contract, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and

utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

- B. <u>Liquidated Damages for Delays:</u> If the work is not completed within the time stipulated in the SPECIAL CONDITIONS, Section 6.2, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in SPECIAL CONDITIONS, Section 6.3, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.
- C. <u>Excusable Delays</u>: An excusable delay is defined as a delay to the Contract or Milestone/phase completion date which was unforeseeable and beyond the Contractor's control and not caused by the Contractor's fault or negligence and for which a Contract or Milestone time extension may be granted by the Owner. Excusable delays include the following:
 - 1. Acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - 2. Acts of the Owner;
 - 3. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are 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, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, pandemics, quarantine, restriction, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - 4. Any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "C". Provided, however, that the Contractor promptly notify the Owner within three (3) days in writing of the cause of the delay. Upon receipt of such notification the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

5.13. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner's sole discretion.

5.14. DISPUTES

- A. Disputes to be resolved in accordance with the Rhode Island General Law Tittle 37, Chapter 37-16 et seq.
- B. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the

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contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition.

5.15. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of any difference or discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said difference/discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

5.16. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared so 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 Engineer will prepare jointly a schedule, fixing the dates at which special detail drawings will be required, such drawings if any, to be furnished by the Engineer in accordance with said schedule, and 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 such schedule to be subject to change from time to time in accordance with the progress of the work. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

5.17. SHOP DRAWINGS

A. The Contractor shall submit promptly to the Owner each shop drawing, machinery or equipment details, layout drawings, or setting drawing, etc., prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Owner and

returned approval/denial, the Contractor shall make such corrections to the drawings as have been indicated and shall submit new shop drawings. Regardless of corrections made in or approval given to such drawings by the Owner, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications, unless they notify the Owner in writing of any deviations at the time they furnish such drawings.

- B. The Contractor is required to have a portal to provide the Owner access to shop drawing documents. The portal shall be maintained for five years. The Owner shall be afforded administrative access. Five (5) seats shall be provided to the Owner.
- C. Shop drawings of all fabricated work shall be submitted to the Owner for approval and no work shall be fabricated by the Contractor save at their own risk until approval has been given.
- D. The Contractor shall submit all shop and setting drawings and dates sufficiently in advance of requirements to enable the Owner ample time for checking same, including time for correction, resubmission and recheck if necessary, and no claim for delay will be granted the Contractor by reason of their failure in this respect.
- E. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the Drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specified mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contract or will not be relieved of the responsibility for executing the work in accordance with the contract documents even though such shop drawings have been approved.
- F. Where shop drawings are submitted by the Contractor that indicate a departure from the Contract which the Owner deems to be a minor adjustment in his interest and not involving a change in the Contract price or extension of time, the Owner may approve the drawings by the approval will contain, in substance, the following:

The modification shown on the attached drawings is approved in 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 time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Owner under the contract and surety bond or bonds.

- G. The approval of 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.
- H. The Contractor agrees to hold the Engineer and the Owner harmless and defend them against damages or claims for 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 the same have been approved by the Owner.

5.18. MATERIALS AND WORKMANSHIP

A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality. Whenever a material or article required is specified or

shown on the drawings 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 opinion of the Owner. It shall not be purchased or installed without his written approval. In all cases, new material shall be used in the project. If two or more brands, makes or material, devices or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the Owner or his authorized agent, is the recognized approved equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted.

- B. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- E. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

5.19. SAMPLES, CERTIFICATIONS AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents, or required by the Owner or his representative, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.
- B. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- C. Approval of any materials shall be general only, and shall not constitute a waiver of the Owner's right to demand full compliance with the Contract Documents after actual deliveries, the Owner or his representative will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment

or accessories which fail to meet check tests have been incorporated in the work, the Owner or his representative will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 5. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Owner, his representative, or testing agency, however, the Contractor shall cooperate with and assist the Owner, his representative, or testing agency in the taking of samples on the project where the taking of samples is deemed necessary by the Owner.
 - 6. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient. All other expenses for testing of materials will be paid for by the Owner.
- E. Testing and inspection of the various materials, equipment, or articles, etc., heretofore mentioned shall be performed by testing agency or agencies selected by the Owner.
- F. Payments to the testing agency or agencies shall be paid for by the Local Owner.

5.20. PERMITS AND LICENSES

- The Contractor shall give all notices required by and comply with all applicable laws, Α. ordinances, standard requirements, and codes of the Local Government. All construction work and/or utility installation shall comply with all applicable ordinances, standard requirements, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances, standard requirements and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances, standard requirements, or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances, standard requirements, or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated prices. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance, standard requirement, or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
- B. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies. The required permits shall be those set forth in SPECIAL CONDITIONS, Section 6.67.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

5.21. CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his 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, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. The Contractor shall provide at his own expense sufficient competent watchmen, both day and night, including Saturday, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the GENERAL CONDITIONS, Section 5.10.
- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

5.22. ACCIDENT PREVENTION AND JOB SAFETY

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonable necessary. Further, the Contractor shall comply, and shall cause all Subcontractors to comply with all applicable provisions of the U.S. Department of Labor "Williams-Steiger Occupational Safety and Health Act of 1970."
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- C. The Contractor shall indemnify and save harmless the Owner and the Engineer from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

D. Upon execution of the Contract, the Contractor shall provide their Safety Program to the Owner.

5.23. SANITARY FACILITIES

- A. The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
- B. Sanitary facilities shall not be placed in the public right-of-way.

5.24. USE OF PREMISES

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.
- C. The Contractor is not permitted to store equipment or stockpiles in the public right-of-way.

5.25. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rightsof-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work and put the whole site to the work and public rights-of-way in a neat and clean condition. No trash burning will be permitted on the site of the work. The Contractor shall obey all Owner and existing State and local regulations.

5.26. INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 5.19 hereof.) All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

- The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any C. facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15% of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- D. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- E. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

5.27. REVIEW BY OWNER

The Owner, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

5.28. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government.

5.29. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, 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, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor, at their own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner or his representative, it is undesirable to

replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable. The Contractor shall be responsible for all costs associated with correction of work, including but not limited to police details, construction management/inspection, Traffic Engineering fees and materials testing.

5.30. INSURANCE

Contract Party shall procure Required Insurance as defined herein:

- A. At the sole cost and expense of Contract Party.
- B. Obtain and maintain such Required Insurance in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- C. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the Owner.
- D. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
 - 1. When required liability insurance policy uses "Occurrence" coverage trigger (Including that known as "Reported Occurrence"):
 - (a) Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 - 2. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - (a) when the Contract has ended; or
 - (b) when products or services have been put to intended use; or
 - (c) when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 - 3. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as "discontinued products or operations."
- E. When required liability insurance policy uses any form of "claims-first made trigger:"
 - 1. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract and provide the Owner with an additional endorsement for additional insured requirements.

- 2. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
- 3. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - (a) when the Contract has ended; or
 - (b) when products or services have been put to intended use; or
 - (c) when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- 4. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as "discontinued products or operations".
- 5. If "claims-first made" liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- 6. Required Insurance limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).
- 7. Contract Party's subcontractors to maintain same insurance.
- 8. Any insurance obtained by Contract Party that includes an "insured vs. insured" exclusion must be revised to exclude State and Owner as Additional Insured.
- 9. The Owner reserve the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.
- F. Required Insurance:
 - 1. Commercial General Liability Insurance:

Commercial General Liability Insurance ("CGL") based on Insurance Services Office ("ISO") most recent version of Commercial General Liability policy form CG00 01, or its equivalent:

- (a) Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
- (b) Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- (c) The general aggregate must be on a "per project" or "per location" basis.
- (d) Shall include waiver of subrogation in favor of State and City of Providence.
- (e) Include State and Owner as additional insured on a primary and non-contributory basis.

- (f) The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State and Owner as additional insured on a primary and non- contributory basis and a waiver of subrogation in favor of State and Owner. All endorsements shall be subject to review and approval by the authorized State personnel.
- (g) Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.
- 2. Automobile Liability Insurance:

Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:

- (a) Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
- (b) If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
- (c) At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
- (d) Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (e) Shall include waiver of subrogation in favor of State and City of Providence.
- 3. Workers' Compensation and Employers' Liability:
 - (a) Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
 - (b) Policy form based on NCCI or its equivalent.
 - (c) Employers' Liability with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit and \$500,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
 - (d) A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State or the Owner.
 - (e) Policy to include waiver of subrogation in favor of State and Owner.
 - (f) The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State and Owner. All endorsements shall be subject to review and approval by the State authorized personnel.

4. Umbrella Liability Insurance

(a) \$5,000,000 per occurrence and \$5,000,000 in aggregate.

- 5. Pollution Liability Insurance
 - (a) \$2,000,000 policy limit
- 6. Hazardous Waste Insurance
 - (a) \$2,000,000 policy limit
- G. All Required Insurance shall be placed with insurers:
 - 1. Authorized to do business in Rhode Island.
 - 2. Rated "A-," class X or better by A.M. Best Company, Inc.
 - 3. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- H. The legal defense provided to the State and the Owner under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State and the Owner is necessary.
- I. As evidence of the insurance required by this Contract, the Contract Party shall furnish to Owner Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
 - 1. In form acceptable to the Owner prior to project award. Failure to comply with this provision may result in rejection of the bid offer.
 - 2. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to the Owner. Contract Party shall also immediately notify the Owner if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 - 3. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 - 4. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 - 5. Owner retains the right to demand a certified copy of any Required Insurance policy, Certificate of Insurance or endorsement.
 - 6. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the Owner as additional insureds on a primary and noncontributory basis and a waiver of subrogation in favor of Owner. All endorsements shall be subject to review and approval by the Owner.
- J. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by Owner that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Owner.

- K. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the Owner.
- L. Owner shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
- M. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Owner.
- N. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
- O. Failure to comply with these Insurance Requirements is a material breach entitling the Owner to terminate or suspend the Contract immediately.
- P. These Insurance Requirements shall survive expiration or termination of the Contract.

5.31. PATENTS

The Contractor shall hold and save the Owner, its officers and employees, 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 performance of the Contact, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

5.32. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvement and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials.

5.33. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work. Final acceptance shall be defined as the date in which all outstanding punch list items are completed and when all work items identified during the final inspection are completed The Owner will give notice of defective materials and work with reasonable promptness.

5.34. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- A. That they are financially solvent and that they are experienced and competent to perform the type of work or furnish the plant, material, supplies, or equipment to be performed or furnished by them; and
- B. That they are familiar with all Federal, State, municipal and department laws, ordinances, orders and regulations which may in any way effect the work of those employed therein, including but not limited to any special, acts relating to the work or to the project of which it is a part; and
- C. That such temporary and permanent work required by the Contract Documents to be done by them can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and
- D. That they have carefully examined the Drawings, Technical Specifications and addendum (or addenda), if any, and the site of the work, and that from their own investigation they have satisfied themselves as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and. other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

5.35. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner or his representative shall direct, the Contractor shall, and shall cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather at no additional cost to the Owner. If, in the opinion of the Owner or his representative, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, or otherwise damaged by the negligence of the Contractor, Subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor. Special attention shall be given to the winter shutdown period. All temporary patching to make the roads passable or to keep driveways open and safe, shall be done at no additional cost to the Owner.

5.36. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the Contract 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 reasonably necessary or desirable by the Owner, and such increase or diminution shall in no way vitiate claims or liability for damages except as provided for in Section 5.10 hereof.

5.37. NOTICE AND SERVICE THEREOF

A. The service of any notice, letter or other communication shall be deemed to have been made to 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 address or in person, or when such notice, letter or other communication has been deposited in any regularly maintained mailbox of the United States Postal Department in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing. B. The address of the Contractor noted in his bid (proposal) and/or the address of his field office on or near the site of the work hereunder shall be considered as his legal address for the purposes as above set forth.

5.38. PROVISIONS REQUIRED BY 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, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.39. RELEASES

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete release of all liens, damages, and/or release of liens arising out of this contract, or receipts in full in lieu thereof, and an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any liens. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- B. THE OWNER, PRIOR TO MAKING EACH PAYMENT TO THE CONTRACTOR, may require the Contractor to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the Contractor, or any Subcontractor, if deemed necessary to protect its interest.

5.40. CONTRACTOR'S OBLIGATIONS

- A. The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Technical Specifications and in accordance with the Plans and Drawings covered by this contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Owner or his representative as given from time to time during the progress of the work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his 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 specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner or his representative.
- B. 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 and shall be borne and sustained by the Contractor. The Contractor shall hold the Engineer, the Owner or their agents harmless and defend and indemnify the Engineer and the Owner or their agents damages or claims for damages due to injuries to persons or to property arising out of the execution of the work and for damages to materials furnished for the work, infringement of inventions, patents and patent rights used in doing the work, or damages arising out of the use of any improper materials, equipment, or labor used in the work, and for any act, omission or neglect of the Contractor, his agents, employees and his Subcontractors therein. He shall bear

all losses resulting to him including but not limited to losses sustained on account of character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work done being different from what was estimated or indicated, or on account of the weather, elements or other causes.

5.41. ENGINEER'S AUTHORITY

- A. The Engineer shall give all orders and directions contemplated under this Contract and Technical Specifications relative to the execution of the work. The Engineer 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 Engineer'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 Technical Specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the Technical Specifications and of any Plans or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.
- B. The Engineer does not have unilateral authority and shall work collaboratively with the Owner.

5.42. ALL WORK SUBJECT TO CONTROL BY ENGINEER

- A. In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer or his designee, and shall perform all work to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work. The Engineer shall interpret the Drawings, Technical Specifications, Contract, all other documents and the extra work orders. The Engineer 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 Engineer objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Engineer's permission. Upon request, the Engineer will confirm in writing any oral order, direction, requirement or determination.
- B. Inspectors shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part 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 of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer. 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 instructions contrary to the drawings 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 nowise 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.

5.43. INTERPRETATION OF DRAWINGS AND TECHNICAL SPECIFICATIONS

- A. Except the Contractor's executed set, all Drawings and Technical Specifications are the property of the Owner. The Owner will furnish the Contractor electronic files of Drawings and Technical Specifications. The Contractor is responsible to print the documents to supply to construction personnel.
- B. The Contractor shall keep at the site of the work one copy of the Drawings and Technical Specifications, and shall at all times give the Owner and the Engineer and their representatives access thereto. Anything shown on the Drawings and not mentioned in the Technical Specifications, or mentioned in the Technical Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned in both. In case of any conflict or inconsistency between the Drawings and Technical Specifications, the Specifications shall take precedence. Any discrepancy in the Technical Specifications and the Drawings shall be immediately submitted by the Contractor to the Owner and Engineer for decision and the decision thereon by the Owner and Engineer shall be final. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence.

5.44. ENGINEER'S CONTROL NOT LIMITED

The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be so governed and performed.

5.45. CONTRACT AND CONTRACT DOCUMENTS

The Drawings, the Technical Specifications and Addendum (or Addenda), the Advertisement, the Information for and Notice To Bidders, and the Bid (Proposal) as accepted by the Owner as evidenced by the Owner's Notice to Award to the Contractor, which Notice is made a part of this Contract. Special Provisions and the General Provisions shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal references to various provisions of the Contract Documents are in no way to affect, limit or cast light on the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the enumerated Drawings, Special Provisions, General Provisions, the Technical Specifications, the Advertisement, the enumerated Addendum (or Addenda), Information for Bidders, the Bid (Proposal) as accepted by the Owner. The Owner shall interpret his own requirements. In case of any conflict or inconsistency between the provisions of this signed portion of the Contract and those of the Technical Specifications, the Technical Specifications, the Technical Specifications of the Contract and those of the Technical Specifications of this signed portion of the Contract and those of the Technical Specifications, the provisions of this signed portion of the Contract shall govern.

5.46. LIST OF DRAWINGS:

The list of Drawings for the project can be found in the SPECIAL CONDITIONS, Section 6.71.

5.47. COORDINATION WITH UTILITIES

A. The Contractor shall arrange and cooperate with the various utility corporations or other parties interested in connection with the relocation and maintenance of all public fixtures when necessary and appurtenances or service connections within or adjacent to the limits of construction, as directed by the Owner or his representative. There shall be no additional payment for such coordination. The Contractor shall be aware of such projects and prepare the schedule accordingly.

- B. The Contractor will be responsible for any damage done to any utility poles or lines, curbing, basins, hydrants, water and sewer lines, conduits and other accessories and appurtenances of a similar nature which are fixed or controlled by the City Public Utility Company or Corporation. He shall perform any carry out his work in such a manner as not to interfere with or damage fixtures mentioned herein, or as shown on the Plans or discovered during construction.
- C. The Contractor shall notify the affected Utility companies at least fourteen (14) calendar days prior to commencing work in the location of the respective utility.
- D. The purpose of this advanced notification is to allow the utility company ample time to adjust, reconstruct or reset utility features within the influence of the Work of the roadways and sidewalks scheduled for construction.

5.48. MAINTENANCE OF FIRE LANES

Fire lanes designated by the Department of Public Safety must be accessible at all times for firefighting equipment, other emergency apparatus and traffic crossing.

5.49. "OR APPROVED EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Drawings 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 will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the City's opinion. It shall not be purchased or installed without the Owner's written approval. In all cases new material shall be used on the project.

5.50. REPORTS, RECORDS AND DATA

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

5.51. SAFETY AND HEALTH REGULATIONS

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

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
- B. Part 1910 Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- C. Part 1926 Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

5.52. PROTECTION OF LIVES AND PROPERTY

A. In order to protect the lives and health of their employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Incorporated, and shall maintain an accurate record of all cases of death, occupational disease, and injury

requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract.

- B. The Contractor alone shall be responsible for the safety, efficiency and adequacy of their plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- C. The Contractor shall be solely responsible for the acts and omissions of their agents, employees and their Subcontractors and their agents and employees and shall hold the Engineers and the Owner harmless and defend the injuries to others or property of others which result from said acts or omissions.

5.53. CONTRACTOR TO LAYOUT THEIR OWN WORK

The Contractor shall be responsible to lay out all the contract work and shall be responsible for the accuracy of all lines, grades and measurements, and conformance to the Americans with Disabilities Act.

5.54. SUBSURFACE DATA

- A. The Contractor shall be aware that some buildings in the City have basements and/or utility vaults under the sidewalks. The Contractor shall be solely responsible to verify the presence of building/utility vaults and use extreme care when working within or adjacent to sidewalks in front of buildings that may contain vaults. Any basement or utility vaults damaged by the Contractor while carrying out this Contract shall be repaired by the Contractor to the satisfaction of the Owner or his representative at no additional charge to the Owner. The Contractor is solely responsible for the investigation of subsurface basement vaults. It is recommended that the Contractor perform a pre-existing conditions survey.
- B. Pavement cores have not been obtained. Core logs are not included in the Contract Documents.

5.55. NON-FEDERAL LABOR STANDARD PROVISIONS

The following Non-Federal Labor Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this contract. In case the set forth in the Federal Labor Standards Provisions of this Contract for corresponding classifications, be the applicable minimum rates of pay for such classifications. The limitations, if any, in these employees engage on the work covered by this Contract may be required of permitted to work thereon shall not be exceeded.

- A. Other Stipulations
 - 1. The Contractor shall comply with the applicable provisions of all Rhode Island labor laws as administered by the Rhode Island State Department of Labor, including particularly the provisions of the following:
 - (a) Title 37, Chapter 13, Sections 1 to 14
 - (b) Title 28, Chapter 16, Sections 1 and 2
 - (c) Title 45, Chapter 32, Sections 43 and 44

- B. The Contractor shall further comply with the applicable provisions of the Rhode Island Employment Security Act and the Rhode Island Temporary Disability Insurance Act, and shall report, upon the certified copies of payrolls as required by the GENERAL CONDITIONS, all employer contributions made and all employee deductions taken in compliance with said Acts.
- C. The Contractor shall further comply with the applicable provisions of Title 28, Chapter 5, Sections 1 to 43, of the General Laws of Rhode Island, 1956 the State Fair Employment Practices Act, as amended.
- D. Schedule of Salaries and Wages

The rates of payment of wages, obligations and charges for labor by the contractor shall be not less than Davis-Wage determinations available online at https://beta.sam.gov/.

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6. SPECIAL CONDITIONS

6.1. PROJECT AREA

The Project Area shall be considered the City of Providence boundaries.

6.2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed, including all punch list items by December 1, 2023. Time is of the essence and the construction needs to occur in a continuous manner without gaps in the work, unless an excusable delay occurs, as defined in GENERAL PROVISIONS, Section 5.12.

6.3. LIQUIDATED DAMAGES

Failure to complete the project by December 1, 2023 shall result in the assessment of liquidated damages in the amount of \$3,000 per day for each calendar day beyond this date or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

6.4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in the Contract for Site Preparation complete in every respect within the specified time.

6.5. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Department of Public Works, 700 Allens Avenue, Providence, Rhode Island 02905, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6.6. PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- D. The period of guarantee stipulated under GENERAL CONDITIONS, Section 5.33, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

6.7. WORK BY OTHERS

The Contractor will consult and cooperate with the utility companies to permit their work to proceed coincidentally with the work under this contract so as not to delay completion of the project.

6.8. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor with digital files containing the Contract Documents, Plans and Addenda without charge. Reprographics shall be the responsibility of the Contractor.

6.9. DISPOSAL OF SALVAGED MATERIALS

- A. All salvaged material such as granite curbing; manhole frames and covers; catch basin frames, grates, covers and traps; etc., not required to be installed in the work shall be removed and transported to the City of Providence, Department of Public Works storage yards located in the vicinity of 700 Allens Avenue, Providence, Rhode Island 02905.
- B. All salvaged materials that are part of the existing water distribution system of the City of Providence Water Supply Board shall be removed and transported to the Water Supply Board Warehouse which is located at 552 Academy Avenue, Providence, Rhode Island.
- C. The above work shall be accomplished at no additional expense to the Owner but the cost of the work shall be included in the submitted unit price for the applicable items of work.
- D. The Contractor shall be responsible for arranging salvaged materials delivery and obtaining signed receipt(s) from responsible personnel at the above agencies listing material types and quantities salvaged and delivered. Copies of receipt(s) shall be provided said agencies and the Local Public Agency on the date of delivery.

6.10. PROVISION FOR FLOW OF PRESENT DRAINAGE

Provision for the flow of all sewers, drains and watercourses that are met or altered during construction shall be provided by the Contractor and all the 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 surface or pipe drainage facilities to provide uninterrupted or continuous service during the work of construction.

Contractor is responsible to clean sediment and erosion control devices, as well as clearing standing water as a result of the presence of sediment and erosion controls immediately upon request, and at no additional charge.

6.11. WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND TECHNICAL 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 or his representative from time to time, subject to such modifications or additions as they shall determine to be necessary during the execution of the work; and in no case, will any work be paid for in excess of such requirements. The work shall also be accomplished in accordance with the date provided in Section 6.2 (Time for Completion), hereof.

6.12. 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 by the Owner or his representative, and shall notify the Owner or his representative of all errors therein which he may discover by examining and checking them. The Contractor shall not take advantage of any error or omissions in these Technical Specifications, Drawings or schedules. The Owner or his representative will furnish all instructions should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

6.13. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees and other plant material to remain along the lines of construction. No such trees or plant material shall be removed or cut down, trimmed or otherwise cut without permission from the Owner or his representative. Failure to comply may result in a fine by the City Forester.

6.14. REMOVAL OF WATER AND PROTECTION FROM FLOODING

The Contractor shall construct and maintain, at no additional expense to the Owner, all pumps, drains, well points or any other facility for the control and collection of groundwater and/or surface water and provide all pumps and piping for the removal of water from the trenches and excavations so that all trenches and excavations may be kept, at all times, free from water and so that all construction work may be performed in the dry. Any damage resulting from the failure of the dewatering operations of the Contractor and any damage resulting from the failure of the Contractor to maintain the areas of all work in a suitable dry condition, shall be repaired by the Contractor as directed by the Owner or his representative, at no additional expense to the Owner. The Contractor's pumping and dewatering operations shall be carried out in such a manner as to prevent damage to existing structures and utilities and the contract work, and so that no loss of ground will result from these operations. Precautions shall be taken to protect new and existing work from flooding during storms or from other causes. Pumping shall be continuous where directed by the Owner or his representative, to protect the work and/or maintain satisfactory progress. All pipe lines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected. Water from the trenches, excavations and drainage operations shall be disposed of in such a manner as will neither cause public nuisance, nor cause injury to public health nor to public or private property nor to the work completed, nor to the work in progress. No extra payment will be made for the removal of water, protection from flooding, drainage work, diversion of existing water courses and such other work: but compensation therefor shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Bid.

6.15. HURRICANE PROTECTION

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

6.16. FIRST-AID TO INJURED

The Contractor shall keep in his office, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any employee injured on the work who may require the same.

6.17. CONFORMANCE WITH DIRECTIONS

The Owner or his representative may make alterations in the line, grade, plan, form, dimensions or materials of the work, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity 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 and the work that may thus be dispensed with. If they increase the quantity included in any such item, such increase shall be paid for at the stipulated price, but no such alteration shall increase shall be paid for at the stipulated price, but no such alteration shall be made without the consent of the Owner.

6.18. PROTECTION AGAINST HIGH WATER AND STORM

- A. The Contractor shall take all precautions to prevent damage to the work or equipment by high waters or by storms. The Owner or his representative may prohibit the carrying out of any work at any time when, in his judgment, high waters or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Owner or his representative may require, at no additional expense to the Owner.

6.19. SEQUENCE OF WORK

- A. The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the Owner or his representative. This schedule shall state the methods and shall forecast the times for doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner or his representative advance notice and ample time for making the necessary preparations.
- B. Sequence and scheduling of the Work shall be submitted to the Contractor by City. The City reserves the right to indicate the sequence of work prior to construction.
- C. In areas where both Roadway and Sidewalk work are to be constructed, the curbing and sidewalk work is to be constructed prior to final paving of adjacent roadways.
- D. In areas where the Roadway is to be cold planed or patched, the Roadway is to be resurfaced within seven (7) calendar days after the original pavement surface is removed.
- E. In areas where the Sidewalk is to be reconstructed or constructed, the sidewalk is to be in place within seven (7) calendar days after the original sidewalk surface is removed or

excavation for the new sidewalk has taken place. Work in sidewalk areas shall be performed on one side of the road at a time, detouring pedestrians to the other side of the street to provide an accessible route for pedestrians. The Contractor shall work on whole blocks at a time to keep the construction zone contained and compressed. The length of the construction zone shall be approved the Owner or his representative before work is started.

- F. Work to install waterborne temporary striping shall occur immediately after paving. Work to install epoxy resin pavement striping shall occur fourteen (14) days after paving. If markings do not begin at this time, this could be cause for suspending resurfacing operations until pavement striping and loop operation is put into effect.
- G. Traffic detector loops shall be installed within 72 hours of disturbance or final paving.

6.20. 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, and whenever the Owner or his representative shall notify the Contractor in writing that any person employed on the project is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with 'the provisions of this contract, such person shall be discharged from the project and shall not be again employed on it.

6.21. STREETS AND SIDEWALKS TO BE KEPT OPEN

- A. The Contractor shall at all times keep the streets, highways, roads, private walks and sidewalks in which he may be at work, open for pedestrian and vehicular traffic at his own expense, unless otherwise authorized by the Owner in writing. If, in the opinion of the Owner, the interest of abutters and public requires it, the Contractor shall bridge or construct plank crossings over the trenches at street crossings, roads, or private ways, or provide such temporary means of crossing and guarding as shall be acceptable to the Owner. The Contractor shall conduct his work for this objective in such manner as the Owner may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. The closing of any traffic lanes shall be done only with the approval of the Providence Traffic Engineering Department.
- B. The Contractor shall provide at his own expense, all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus.

6.22. LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY

- A. The Contractor shall put up and maintain such barriers, lighting and 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, and the Contractor shall indemnify and protect the Owner and the Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor or his subcontractors, or their servants or agents.
- B. In addition to the above, when and as needed, or when required by the Owner or his representative, the Contractor shall post signs and employ watchmen for excluding at all times unauthorized persons from the work, for which the Contractor will not be paid additional compensation.
- C. The Contractor shall be responsible for excluding at all times from lands within easement areas, all persons not directly connected with the work or authorized by the Owner to be in the work areas.

6.23. TRAFFIC CONTROL

- A. Approval of any street closure, lane closure, sidewalk closure or detour must be coordinated with City of Providence Traffic Engineer and RIDOT for State maintained roads before it is put into operation. All proper Traffic Engineering and/or RIDOT permits must be approved prior to work starting.
- B. The Contractor shall make himself aware of all City regulations governing construction and their effect on vehicular and pedestrian traffic.
- C. Whenever necessary, or whenever directed by the Owner, the Contractor shall employ traffic control devices to insure a safe, orderly routing of traffic around or across the work. No separate payment shall be made for this work, but compensation, therefore, shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.
- D. Where deemed necessary by the Owner, supplementary traffic control shall be provided by off-duty, City of Providence Police Officers.
- E. The Contractor shall request for use of off-duty, City of Providence Police Officers for supplementary traffic control in accordance with the Price and Payment. Invoices shall be billed directly to the Owner.
- F. The Contractor shall be solely responsible for the safe passage of traffic and shall indemnify and protect the Owner and the Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor of their Subcontractors, or their servants or agents.

6.24. NIGHT WORK

- A. Night work, or work on Saturdays, Sundays and legal holidays may be required in order to perform certain construction operations without causing excessive interference with or disruption of traffic flow, water service, etc.
- B. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department or RIDOT for State roads.
- C. All water work operations requiring the closing or shutdown of existing water service facilities will be conducted at those times as directed by the Owner that will minimize the interference with, or disruption of service.
- D. All trenching, pipe laying, paving operations, etc., shall be conducted at times as directed by the Owner or his representative that will minimize the interference with normal and emergency vehicular traffic flow.
- E. No work shall be scheduled by the Contractor on nights, Saturdays, Sundays or legal holidays unless directed or approved in writing by the Owner. The Contractor will receive no extra payment for work at these times and compensation shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Proposal.
- F. All necessary lighting, safety precautions, and other requirements for night, Saturday, Sunday and holiday work shall be provided at no extra cost to the Owner.

6.25. BUS LINE INTERFERENCE

Whenever it may be necessary to interfere with any bus lines, notice shall be given to the Rhode Island Public Transit Authority (RIPTA) owning the same, and reasonable time shall be given to said corporation to arrange the schedule for operation of same, as may be necessary. RIPTA shall be notified for any work impacting their bus routes or adjacent (within 200 to their shelters from the approach side and 100 feet to the exit side).

6.26. WORK IN COLD WEATHER

- A. The OWNER will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion, the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible.
- B. All methods and materials used for concrete or masonry work in cold weather shall be subject to the approval of the Owner. The Contractor shall take the necessary precautions to protect the work from damage and for removing ice and frost from materials, including heating the water, sand and coarse aggregate and for protecting the newly laid masonry. This protection shall also include the covering of work with tarpaulins and the heating by salamanders or steam pipes or other suitable method. The Contractor will receive no extra payment or any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid.
- C. In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.
- D. In the event that the project is shut down during the winter months, the Contractor will be required to install, maintain and remove such temporary materials as may be required to protect completed work and to provide safe vehicular and pedestrian access. No separate payment shall be made to the Contractor for such temporary materials and labor.

6.27. BLASTING AND EXPLOSIVES

- A. Blasting or use of explosives will not be permitted on this project.
- B. Rock, boulders, ledge, concrete foundations, etc., shall be removed by the use of pneumatic tools; drilling and splitting mechanically or by hand; or by other means not requiring the use of explosives.

6.28. RESERVED MATERIALS

- A. Materials found on the work suitable for any special use shall be reserved for that purpose without charge to the Owner.
- B. Where permitted, the Contractor may use in the various parts of the work, without charge to the Owner, therefore, any materials taken from the excavations.

6.29. DISPOSAL OF MATERIALS. ACCESS TO HYDRANTS AND GATES AND MATERIALS TRIMMED- UP FOR CONVENIENCE OF PUBLIC TRAVEL OR ADJOINING TENANTS

- A. The materials from the trench and excavations and those used in the construction of the work shall be deposited in such a 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 as to be of as little inconvenience as possible to the public travel or the adjoining tenants. All excavated materials not approved for backfill and fill, all surplus material and all rock resulting from the excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional expense to the Owner.
- B. The disposal of any excess or unsuitable material including earth, pavement, debris from demolished structures of all types, vegetative matter and any other material either found on the work site or brought to the site by the contractor or subcontractors will be in accordance with all applicable local, State and Federal laws. The following procedures will be encountered during the prosecution of work:
 - 1. Under no circumstances will any material be deposited in a freshwater or coastal wetland or regulated areas. The Contractor must obtain the permission of the Owner prior to on site disposal of material.
 - 2. The off-site disposal of any material will be allowed only by written permission of the property owner upon whose property the material is to be deposited. The Contractor must furnish a copy of said written permission.
 - 3. For all off-site disposal areas, it will be the Contractor's responsibility to obtain the approval of the Department of Environmental Management, the Coastal Resources Management council, and any other governmental agency as necessary.
- C. The above procedures will be performed by the Contractor at no additional cost to the Agency or City. Under these procedures, the Contractor retains all responsibilities and liabilities under City, State and Federal laws for violations resulting from disposal of material from the project and will defend and hold the Agency and City harmless there from.
- D. Removal and disposal of the Asbestos Cement materials shall be according to all current City, State and Federal regulations.

6.30. LENGTH OF TRENCH TO BE OPENED, MAINTAINING PREMISES FROM OBSTRUCTIONS, CROSSOVERS, DIRECTIONAL SIGNS, AND LIGHTS

- A. The length of trench opened at any time from point where ground is being broken to completed backfill and also the amount of space in streets or public and private lands occupied by equipment, trench and supplies, shall not exceed the length or space considered reasonably necessary and expedient by the Owner. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Owner will consider the nature of the construction and equipment being used, inconvenience to the public or to private parties, possible dangers and other proper matters. All work must be constructed with a minimum of inconvenience and danger to the public and all other parties concerned.
- B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any, public street, private driveway or property entrance, or on private property, the Contractor shall take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately the Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or directed.

- C. Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor.
- D. The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The Owner may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space promptly removed and should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor under the contract. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed without prior notice.

6.31. INTERFERENCE WITH EXISTING STRUCTURES

- A. Whenever it may be necessary to cross or interfere with existing culverts, drains, sewers, water pipes or fixtures, guardrails, fences, gas pipes or fixtures, or other structures needing special care, due notice shall be given to the Owner and to the various public and private agencies or individuals responsible for the utility or structure that is interfered with. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it, and any damage caused shall be thoroughly repaired. The entire work shall be the responsibility of the Contractor and the work shall be performed at no additional expense to the Owner.
- B. 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 expense to the Owner. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions encountered during the work, but the entire responsibility and expense shall be with the Contractor.
- C. 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 owners and/or the Owner at no additional expense to the Owner.

6.32. MATERIALS

All materials furnished and used in the completed work shall be new, of best quality workmanship and design and recognized as standard in good construction practices. Whenever a specification number or 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 or supplies so demands.

6.33. DEFECTIVE MATERIALS, INSPECTION AND TESTING OF MATERIALS FURNISHED, SAMPLES AND ORDERING LISTS

- A. 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 the work or upon installation shall be replaced by the Contractor at his 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 and replaced by the Contractor with sound and unobjectionable material without additional expense to the Owner.
- B. The Contractor shall be responsible to compensate the City's Project Management team and police details and materials testing for errors, defective work or damage caused by the

Contractor. This will be done by direct invoice to the Contractor or monies deducted through invoices.

- C. All materials furnished by the Contractor are subject to thorough inspections and tests by the Owner or his Representative.
- D. All ordering lists shall be submitted by the Contractor to the Owner for approval and shall be approved before the ordering of the materials.

6.34. TESTING AND REMEDIATION OF HAZARDOUS MATERIALS

- A. Should the Contractor encounter suspicious grit or other suspect materials during the cleaning operations that may be deemed or otherwise suspected to be contaminated, the Contractor shall promptly notify the City of Providence Public Works Department representative immediately by both telephonic and written Communications. Continuance of further cleaning services shall cease until a revised means of sewer line cleaning practices and disposal and storage of the identified material is submitted to the City of Providence Public Works for review and approval based on the test results obtained by the Owner's licensed environmental testing agencies testing results and recommendations. The Contractor shall pay the Owner licensed environmental testing agencies fees as a matter of convenience to the Owner from the Allowance entitled. "Environmental Testing and Disposal of Hazardous/Contaminated Materials" as prescribed in the General Conditions, Section 5.10 Changes in Work.
- B. The Contractor and the Owner shall agree on the impact of the delay regarding the value of General Conditions, if any, should they have to close the site and demobilize from the work area/zone.
- C. If the material is determined to be suitable for general disposal as originally required as part of the base bid, the contractor shall then proceed using the unit price from the base bid documents and proceed with the continuance of the project.
- D. Moving forward should special requirements for items and actions such as but not limited to the additional required legal disposal, handling, storage, transportation, the chain of custody documents and shipping and dumping manifest, administrative costs and other will be compensated by the Owner through the Allowance entitled "Environmental Testing and Disposal of Hazardous/Contaminated Materials", as prescribed in the General Conditions, Section 5.10 Changes in Work. Furthermore, the Contractor shall provide detailed cost proposals for these services for the Owner's Review and Approval.
- E. No additional compensation will be provided for all required Personal Protection Equipment as required by OSHA. This is considered a general obligation of the employer to the employees.

6.35. SPIRITUOUS LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract.

6.36. FINISHING AND CLEANING UP

In completing the backfilling of the trenches, etc. the Contractor shall replace all surface material to the satisfaction of the Owner, and shall then immediately remove all surplus material, and all tools and other property belonging to him, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Owner. The backfilling and removing of the surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private lands, upon which work is to be performed, clean

and free of debris at all times and to remove tools and other property belonging to the Contractor when they are not being used.

6.37. CLEAN-UP AT CONTRACTOR'S EXPENSE

In case the Contractor shall fail or neglect, after backfilling, to promptly remove all surplus materials, tools and other incidentals, or promptly do the required repaving when ordered, the Owner may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

6.38. RIGHTS OF ACCESS

Nothing herein contained or shown on the Drawings shall be construed as giving the Contractor exclusive occupancy of the work areas involved. The Owner or any other Contractor employed by the Owner, the various utilities companies, Contractors or Subcontractors employed by the Federal, State or Local governmental agencies or other utility firms or 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 it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each Contractor shall arrange his work in such manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

6.39. LOADING

No part of the structures involved in this contract shall be loaded during construction with a load greater than 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 Contract and bond.

6.40. EXISTING UTILITIES OR CONNECTIONS

- A. The Location of existing underground pipes, conduits and structures, as may be shown in the project drawings, has been collected from the best available sources and the Engineer and the Owner together with its agents does not guarantee, expressly or by implication, the data and information in connection with underground pipes, conduits, structures, electric and telephone ducts and lines, vaults and such other parts as to their completeness nor their locations as indicated. The Contractor shall assume that there are existing water, gas, electric, and other utility connections to each and every building enroute, 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.
- B. Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations by hand digging, as he 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 or utilities in locations other than 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 the existing utilities and structures.

6.41. COMPLETENESS OF WORK

In addition to the specified or described portions, all other work and all other materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the Drawings and Technical Specifications, as interpreted by the Owner, such work, labor, materials, and equipment shall be provided by the Contractor, and payment therefor shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Bid.

6.42. VEHICLE CROSSINGS

As required or directed by the Owner, the Contractor shall install in selected locations suitable plank, timber or steel crossings substantially bound and reinforced to sustain vehicular traffic across trench or other excavations. Crossings shall be constructed with side and usable approaches for use by the traveling public, private property owners or firefighting equipment. No separate payment will be made for this work, but the cost shall be included in the prices stipulated for the appropriate items of work as listed in the Bid.

6.43. CLEANING FINISHED WORK

After the work is completed, the sewers, manholes, and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and left in first class condition ready for use. All temporary or excess materials shall be disposed of and the work left broom-clean to the satisfaction of the Owner.

6.44. DUST CONTROL

At all times during the progress of the work under this contract and when directed, the Contractor shall furnish and apply calcium chloride at the sites of the work over the surfaces of all earth piles along excavations, earth stockpiles and surfaces of refilled trenches, and as directed by the Owner. Payment will be made for furnishing and applying calcium chloride and water for dust control in accordance with the unit price for this work submitted as part of the Bid.

6.45. CARE OF THE WORK

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

6.46. INDEMNITY

- A. The Contractor will indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, including but not limited to , that any such claim, damage, loss or expense, etc., provided that any such claim, damage, loss or expense; a) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and; b) Is caused in whole or in part by any negligent act or omission of the Contract any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- B. In any and all claims against the or Owner or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under GENERAL CONDITIONS, Section 5.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligation of the Contractor under paragraph GENERAL CONDITIONS, Section 5.30 shall not extend to the liability of the Agency, their agents or employees arising out of a) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications or; b) the giving of or the failure to give directions or Instructions by

the Agency their agents or employees provided such giving or failure to give is the primary cause of injury or damage.

6.47. CONSTRUCTION SCHEDULE

- A. In addition to the other requirements specified and prior to issuance of the 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 of this contract. The Contractor shall perform the work of this contract to conform to the construction schedule as approved by the Owner, except the Owner reserves the right to amend and alter the construction schedule, as approved, at any time, in a manner which it deems to be in the best interests of the Owner to do so.
- B. The Contractor shall arrange his work under this Contract to conform with the construction schedule as it shall be revised biweekly by the Contractor, 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. Failure to maintain schedule will delay in processing pay applications.

6.48. OTHER WORK

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

6.49. 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 to any item or part thereof as listed in the Bid. The compensation to be paid the Contractor for such additional extension, appurtenance or item shall be made under the applicable items as listed in the bid. Where no applicable items are provided in the bid for such additional extension, appurtenance or item, the compensation to be paid the Contractor shall be as set forth under GENERAL CONDITIONS, Section 5.10. No further mobilization charges shall be considered for changes or modifications in the work.

6.50. LAYOUT OF WORK

- A. The Contractor shall provide all materials, labor, equipment, etc., necessary to layout the work and shall be responsible for all lines, grades, elevations, measurements, etc. conforming to the Americans with Disabilities Act.
- B. No separate payment will be made for this work, but the cost shall be included in the prices stipulated for the appropriate items of work as listed in the Bid.

6.51. PROTECTION OF LIVES AND HEALTH

A. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the U.S. Department of Labor, "Williams-Steiger Occupational Safety and Health Act of 1970" and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or Causing loss of time from work, arising out of and in the course of employment on work under the contract.

- B. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- C. The Contractor shall be solely responsible for the acts and omissions of his agents, employees and his Subcontractors and their agents and employees and shall hold the Engineer and the Owner harmless and defend the Engineer, and the Owner against damage or claims for damages arising out of injuries to others or property of others which result from said acts or omissions.

6.52. SUBSURFACE STRUCTURES AND UTILITIES

- A. Available information of the location of existing substructures and utilities has been collected from various sources, but the results of the investigations shown on the Drawings are not guaranteed to be accurate complete. [attached/include available boring logs/test pits etc. if available]
- B. The Contractor shall make all supplemental investigations including exploratory excavations, by hand digging, as he seems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the Drawings, or which are made known to the Contractor prior to construction operations.

6.53. CONTRACTOR'S RESPONSIBILITY FOR DAMAGED STORM DRAINS

The Contractor shall use care when working within or in the vicinity of existing drainage structures. Any drainage structures or pipes damaged while carrying out any work on this contract shall be the Contractor's responsibility. Any drainage structures or pipes damaged by the Contractor while carrying out this Contract shall be replaced or repaired by the Contractor to the satisfaction of the Owner at no additional charge to the Owner.

6.54. PROTECTION OF CONSTRUCTION FEATURES

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, building vaults, adjoining property and such incidentals and to avoid damage thereto. The Contractor shall completely repair the damage caused by his operations at no additional expense to the Owner.

6.55. TEST PITS

At locations where new utilities are to connect to existing utilities, the Contractor shall not proceed with the work until a test pit has been dug to determine existing conditions such as inverts of sanitary or storm sewers; outside diameter of water pipes so that sleeves or couplings can be correctly purchased, etc.

6.56. LOCATION OF WORK

The Contractor's attention is directed to the fact that work under this contract is performed strictly within the City of Providence.

6.57. PRE-CONSTRUCTION CONFERENCE

A. Within ten (10) days after award of Contract, a preconstruction conference shall be held between the Owner, the Contractor, and other City of Providence agencies having jurisdiction over the project area.

B. No work of any nature shall be performed by the Contractor until the pre-construction conference has been held, and all required permits have been obtained.

6.58. NOTIFICATION PRIOR TO CONSTRUCTION

- A. Not less than ten (10) calendar days prior to the start of any work under this contract the Contractor shall send written notification of his intentions to the following:
 - DEPARTMENT OF PUBLIC WORKS 700 Allens Avenue Providence, RI 02905 Patricia A. Coyne-Fague, Esq., Director pcoynefague@providenceri.gov (401) 680-7500
 - 2. DEPARTMENT OF PLANNING AND DEVELOPMENT 444 Westminster Street Providence, RI 02903 Robert Azar, Deputy Director <u>razar@providenceri.gov</u> (401) 680-8524
 - RIPTA 705 Elmwood Avenue Providence, RI 02907 (401) 781-9400
 - 4. RHODE ISLAND ENERGY 280 Melrose Street Providence, RI 02907-2152 Marisa Albanese <u>MAAlbanese@rienergy.com</u> (401) 784-7090

cc: Jim Paulette JIPaulette@rienergy.com

5. RIDOT Two Capitol Hill

Providence, RI 02903 Robert Rocchio, Chief Engineer (401) 222-2023

cc: Mike Sprague, Managing Engineer (401) 563-4221

- VERIZON 85 High Street Pawtucket, RI 02865 Peter DeCosta, State Highway Coordinator (774) 409-3177
- COX COMMUNICATIONS 9 J.P. Murphy Hwy. West Warwick, RI 02893

David Velilla, Right Of Way Agent II (401) 615-1284

- PROVIDENCE WATER

 125 Dupont Drive
 Providence, RI 02907
 Mr. Peter LePage, Director of Engineering
 plepage@provwater.com
 (401) 521-6300 Ext. 7242
- DEPARTMENT OF TELECOMMUNICATIONS

 Communications Place, West Exchange Street Providence, RI 02903 Joseph Migliaccio, Director of Telecommunications jmigliaccio@providenceri.gov (401) 274-1150
- 10. NARRAGANSETT BAY COMMISSION 1 Service Road Providence, RI 02905 David Bowen, Engineering Manager (401) 461-6540 dbowen@narrabay.com

cc: Meg Goulet mgoulet@narrabay.com

- B. This notification shall set forth the Contractor's proposed sequence of construction and shall give the approximate dates of when each street or phase of the work is expected to begin. The sequence of construction shall also state the expected completion dates of each street or phase of the work.
- C. Copies of each notification shall be sent to the Engineering Division, Department of Public Works, 700 Allens Ave., Providence, Rhode Island 02905 (c/o Roger Biron, <u>rbiron@providenceri.gov</u>). The notifications shall reference the Project, include a description of the work to be performed, including street names, and shall indicate when the construction will start. Additionally, the Contractor shall request the name and telephone number of the person or department to be contacted when assistance is required, copies of all replies shall be forwarded to the Chief Engineer, Department of Public Works, 700 Allens Ave., Providence, Rhode Island 02905.

6.59. NON-INTERFERENCE WITH ADJACENT PROPERTIES

All work under this Contract shall be performed in a manner which will minimize interference with the normal neighborhood operations.

6.60. FIRE PROTECTION AND PREVENTION

- A. Federal laws (Occupational Safety and Health Act) and 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.
- B. 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 sites whenever work is in progress and at such other times as may be necessary for the safety of the public and the work.

6.61. PLANIMETER

For estimating quantities in which the computation of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

6.62. DAILY REPORTS

The Contractor shall submit, on an approved form, daily activity reports for the duration of the project. The reports shall indicate all personnel currently employed on the work including each trade and every Subcontractor; all equipment and whether such equipment was idle for the particular day; a general description of all work accomplished; any authorized extra work (time and material reports shall be submitted on separate forms).

6.63. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

6.64. WATER

The Contractor shall provide and maintain at his own expense an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Owner. All water shall be carefully conserved. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Owner.

6.65. ELECTRICITY

All electric current required by the Contractor shall be furnished at his own expense and all temporary connections for electricity shall be subject to approval of the Engineer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Engineer and shall be removed by the Contractor in like manner at his own expense prior to completion of the construction.

6.66. DRAWINGS

- A. If furnished, the Contractor shall use the dimensions of the Drawings as shown. Measurements shall not be by scale. Full size details have preference over scale details, and large-scale details and photographs have preference over small.
- B. If discrepancies exist between Drawings and Technical Specifications, or if necessary measurements and work specified or shown is obviously incorrect or impossible to execute,

and/or if figures fail to check, the Contractor shall bring these facts to the attention of the Engineer. The decision of the Engineer as to the intention of the Contract Documents shall be final. No work shall start until all such problems have been resolved.

6.67. PERMITS

- A. Contractor to obtain all required permits to complete work.
- B. Engineering Division, Department of Public Works Permits.
 - 1. Physical Alteration Permit
 - 2. Sewer Permit
 - 3. Road Opening Permit
- C. Traffic Engineering, Department of Public Works
 - 1. Providence Traffic Engineering permits are required for Posting Emergency No Parking Signs at work zones prior to the beginning of the workday, detour permits and lane/sidewalk closing permits. Traffic Engineering permits are required when work zones occupy public sidewalk or road or a detour is required.
 - 2. The Contractor is responsible for the scheduling of the permit applications as described on the Traffic Engineering website (http://www.providenceri.gov/public-works/trafficengineering). Permit applications shall be sent to Providence Traffic Engineering at least two business days in advance of the requested start date on the permit. The Contractor shall obtain approval from the PDPW or their agent as to the number and time frame of Posting Emergency No Parking Signs prior to scheduling. Failure to obtain traffic engineering permits may result in shutting down the job site and other fines. There will be no compensation paid to the Contractor for job shut down relating to the failure to obtain permits and other fines.
 - 3. The Traffic Engineering permit fees for this project shall be waived.
- D. Narragansett Bay Commission (NBC)
 - 1. NBC Regulations: Section 4.5 Sewer Alteration Permit
 - 2. Any person(s) planning to initiate road construction which will modify or expose structures such as, but not limited to, manholes, catch basins, and sewers owned by the NBC must obtain a sewer alteration permit before performing any alterations to the NBC's facilities. The sewer alteration permit application must be obtained from the NBC and the applicant shall submit the completed application and any required information prior to issuance of a sewer alteration permit.
- E. Rhode Island Department of Transportation (RIDOT)
 - 1. Physical Alteration Permit (PAP)
 - (a) Absolutely no construction shall take place within the State Highway Right-of-Way without a permit having been issued approving the construction. Any construction or change to existing topography of State Highway Right-of-Way which causes additional flow of water onto or into the State Highway drainage system is also prohibited without a Permit.

- (b) Required for any alterations to a State maintained road in the following circumstances:
 - (i) Curbs
 - (ii) Sidewalks
 - (iii) Highway/Bridge Access
 - (iv) Stormwater Disposal
 - v) Construction within the State Highway Right-of-Way
 - (vi) Traffic Signals
 - (vii) Signage
- 2. Transportation Management Plan (TMP)
 - (a) A TMP may be required by RIDOT on a case-by-case basis if it is determined that there will be a significant impact to traffic operations on State Roadways.
 - (b) A Transportation Management Plan (TMP) shall be developed for each State maintained road, regardless of the level of impact anticipated to be caused by the Project's Work Zones. All TMPs include general Project information, a listing of the Temporary Traffic Control (TTC) plans to be used to facilitate traffic flow and safety through the Project's Work Zones, any traffic-related work restrictions (as determined based on the criteria included in the RIDOT Traffic Design Manual), and any other Transportation Management Strategies to be used to maintain or improve road user/worker safety and/or minimize road user congestion and delays during the work.

6.68. SIDEWALK WORK

- A. Curing: All sections prone to pedestrian / vehicular movement shall be protected, as necessary, until proper curing has occurred. All vandalized sections shall be replaced at contractor's expense.
- B. Dates: The Providence Department of Public Works does not allow pouring of cement concrete sidewalks between November 17 and April 15 of the next calendar year.
- C. Sawcutting: Cutting shall take place at existing control and expansion joints only.

6.69. COORDINATION WITH OTHER CONTRACTS

- A. The Contractor is hereby notified that multiple construction projects may be ongoing throughout the construction period. The Contractor shall attend bi-weekly meetings or as required by the Owner, at a location to be determined, to assure cooperation between all involved parties.
- B. Contracts that may require coordination include, but are not limited to:
 - 1. Providence Water Main Replacement and Rehabilitation
 - 2. Providence Water Lead Service Replacement
 - 3. Rhode Island Energy Main Replacement
 - 4. Trinity Square Upper South Providence Road Improvements
 - 5. Hurricane Barrier Road Cover Replacements
 - 6. Hurricane Barrier Sluice Gate Repairs on Allens Avenue

7. Citywide Paving and Sidewalk Repairs

6.70. JOB SITE POSTERS

The contractor must comply with US Department of Labor (DOL) and Rhode Island Department of Labor and Training (DLT) requirements for job site posters.

6.71. LIST OF CONTRACT DRAWINGS

- A. Appendix D: Construction Details
- B. Appendix E: 2023 System Evaluation & CCTV Inspection Figures (71 Sheets)
- C. Appendix F: RIDOT Maintained Roads
- D. All work under this Contract shall be done in conformance with the RIDOT Standard Specifications for Road and Bridge Construction, Amended 2018, with all revisions, and the State and Federal Special Provisions included in the contract documents. Standard Details for this project are City of Providence Standard Details, 2017 Edition, with all revisions. Refer to RIDOT Standard Details, 2019 Edition, with all revisions, for all other standard details.

6.72. UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION:

- A. The Contractor shall contact DIG SAFE at 1-888-DIG SAFE (1-888-344-7233) prior to construction.
- B. The Contractor shall coordinate with the utility Companies and necessary municipal offices prior to the start of work.
- C. Refer to SPECIAL CONDITIONS for utility company contacts.

6.73. SHOP DRAWINGS

The Contractor must develop and submit shop drawings, product data, and/or catalogue cut-sheets in accordance with the GENERAL CONDITIONS.

6.74. SEQUENCE OF CONSTRUCTION/MAINTENANCE AND MOVEMENT OF TRAFFIC/WORK RESTRICTIONS

- A. At the direction of the Owner, the Contractor may be required to clean catch basins within the project limits before installing silt sacks to ensure that the silt sack functions correctly. The Contractor shall accomplish the catch basin cleaning and erosion control installation at no additional expense to the Owner. Any construction debris, sediment, or silt at project completion shall be removed at the Contractor's expense.
- B. The Contractor shall note the allowable work durations for specific roadways. See Special Conditions, Section 6.99 for more information.
- C. Action Required by Contractor:
 - 1. Approval of the work sequence and time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project.

- In addition to the requirements of the Standard Specifications for Road and Bridge Construction and the Special Requirements of other sections of these contract documents, the Contractor must adhere to the following requirements:
 - (a) All Maintenance and Protection of Traffic devices shall be in place and approved by the City of Providence Division of Traffic Engineering prior to starting construction. All Maintenance and Protection of Traffic shall conform with the latest edition and revisions of the Manual on Uniform Traffic Control Devices (MUTCD).
 - (b) Any deviations from the requirements stated here or detailed in the specifications, as well as any deviation from the approved construction sequence and time schedule, must be submitted to the City of Providence Division of Traffic Engineering in writing for approval a minimum of 24 hours prior to implementation.
 - (c) The construction operations of this project must be coordinated with the local community public safety officials. It is the Contractor's responsibility to coordinate the construction operations of this project with the local public safety officials. In case of an emergency, the Contractor will be required to move equipment to allow the passage of emergency vehicles. The safety of the residents of the area must be considered at all times.
 - (d) The Contractor shall maintain one full travel lane (11 foot minimum) in each direction of travel at all times unless otherwise approved by the City of Providence Division of Traffic Engineering. Safe access and egress to side streets and all driveways must be maintained at all times unless otherwise directed by the City of Providence Division of Traffic Engineering. The Contractor shall open the roadway to all parking and vehicle and pedestrian traffic at the end of each work day.
 - (e) Detours are permitted only upon written approval from the City of Providence Division of Traffic Engineering. The Contractor must submit a detour plan with written approval from the City of Providence Traffic Engineer.
 - (f) The Contractor shall be responsible for maintaining appropriate construction related signing at all times. Any signs not appropriate for the lane closures, speed limits or any construction activity taking place at any given time shall be removed or covered to the satisfaction of the City of Providence Division of Traffic Engineering.
- D. The following definitions will apply:
 - 1. Travel Lane A travel lane must be at least 11 feet wide and must be paved with a hard smooth surface. This surface may be existing pavement, existing base course, or new pavement. Gravel or dirt surfaces will not be acceptable.
 - 2. Pedestrian Way A pedestrian way must have an unobstructed clear width of five feet (per ADA requirements) and must have a hard, smooth surface, and must conform to all handicapped accessibility requirements. The surface may be existing pavement, new pavement, or plywood. All wooden walkways shall meet the Engineer's approval for surface smoothness and deflection. If there is a drop-off in excess of six inches from the edge of the pedestrian way, a handrail conforming to all applicable standards shall also be provided. There shall be no additional compensation for the provision of Pedestrian Ways; all costs shall be considered incidental to the Contract.
- E. Pedestrian ways to all building entrances including service entrances must be maintained at all times. The Contractor shall provide temporary access routes/ramps through construction areas to insure this access. The Contractor must provide for pedestrians to safely guide them

away from broken and uneven pavement, open excavations, drop-offs, construction operations and other hazards at all times.

- F. The Contractor shall backfill or place steel plates capable of supporting HS-20 vehicle loading over all trenches and excavations at the end of work each day except when otherwise directed by the City of Providence Division of Traffic Engineering. There shall be no additional compensation for backfilling, re-excavating and/or plating these trenches.
- G. The Contractor shall install and maintain a Rhode Island Standard 26.2.0 barricade at each location where adjustments to grade and/or reconstruction of drainage and utility structures have been made until resurfacing work has been performed. Other types of protective devices may be used if approved by the City of Providence Division of Traffic Engineering.

6.75. LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC UTILITIES AND FACILITIES

- A. In those areas where the Contractor's operations are adjacent or proximate to underground utilities such as gas, electric, water, telephone, fire alarm, sanitary and storm sewers, the provisions of Section 105.06 of the Rhode Island Standard Specifications for Road and Bridge Construction shall be followed.
- B. During the process of the work, the Contractor shall cooperate with the Owners of the utilities and permit their representatives access to the work to determine if their utilities are being endangered in any way.

6.76. WORK ADJACENT TO GAS LINES, WATER LINES AND TELEPHONE DUCTS

Extreme care, particularly when installing traffic signal poles, foundations, conduit, manholes, catch basins, drain pipes and handholes shall be exercised during construction in the vicinity of the gas lines, water lines and telephone ducts. Complete coordination with the utility companies shall be maintained.

6.77. BUILDING UTILITY SERVICES

The Contractor is to assume building services connections (electric, gas, telephone, water, and sanitary) are present to all buildings. Locations are to be checked with appropriate utility companies. The Contractor shall follow the Dig Safe process in accordance with the State of Rhode Island specifications for road and bridge construction.

6.78. DAMAGE TO EXISTING UTILITIES

The Contractor shall check and verify the exact location of all existing utilities and service connections with Dig Safe. Any damage to the utilities, which are detailed by Dig Safe, shall be the Contractor's responsibility. Cost to repair such damage shall be borne by the Contractor.

6.79. LOCAL POLICE COMPENSATION

It will be the responsibility of the Contractor to retain the services of local police for traffic control and protection for this project, in consultation with the project manager.

6.80. PARKING SPACE(S) LOSS

With work requires the loss of any parking space (s), the Contractor will be responsible for obtaining temporary "No Parking" signs from the City of Providence Traffic Engineer and the posting of said signs. The Contractor shall also be responsible for the removal of said temporary signs when the parking space(s) is opened.

6.81. STORAGE OF CONSTRUCTION MATERIALS AND/OR EQUIPMENT

In addition to the requirements of Division I Part 100 Section 106.06 "Storage of Materials" of the Rhode Island Standard Specification for Road and Bridge Construction 2004 Edition, the Contractor shall submit for approval the location of Material & Equipment Storage to the Engineer. No materials shall be stockpiled in the Public Right-of-Way.

6.82. DISPOSAL OF SURPLUS MATERIALS

All existing or other materials not required or needed for use on the project, and not required to be removed and stockpiled, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the unit bid prices for this Contract.

6.83. LOCATION OF SIGNS

A. The location of all new signs shall be marked in the field and approved by the City of Providence Division of Traffic Engineering prior to installation.

6.84. CONSTRUCTION REQUIREMENTS FOR TRAFFIC SIGNAL INSTALLATION

- A. The Contractor will be allowed to activate the new controllers once the City of Providence Division of Traffic Engineering has determined the minimum system elements have been installed.
- B. A factory representative must be available within 24 to 48 hours to field test the equipment and make any corrections necessary to ensure proper operation as shown on the plans, if necessary and requested by the City of Providence.
- C. When an intersection is completed and activated by the Contractor, the Engineer will perform a preliminary inspection. The Engineer will provide the Contractor with a report containing the results of the Preliminary Inspection along with a list of work items needed to satisfy this portion of the construction inspection. If the Contractor informs the Engineer that items on the list have been corrected and a second inspection indicates items have not been corrected, the Contractor will be back-charged for the second inspection and all subsequent inspections necessary prior to the next phase of the inspection. This does not apply to items that malfunction due to technical failure.
- D. After the items identified during the Preliminary Inspection are mitigated to the satisfaction of the Engineer, the second part of the inspection, or Central to Field Integration Inspection, will be conducted. The Engineer will provide the Contractor with a report containing the results of the Central to Field Integration inspection along with a list of work items needed to satisfy this portion of the construction inspection. If the Contractor informs the Engineer that items on the list have been corrected and a second inspection indicates items have not been corrected, the Contractor will be back-charged for the second inspection and all subsequent inspections necessary for final acceptance except the final inspection. This does not apply to items that malfunction due to technical failure.
- E. It will be the Contractor's responsibility to extract signal timing values from the plans and install those timings on the controller. The signal timings must be checked and approved by the Engineer before the system is made fully operational.
- F. All loop detectors (if applicable) shall be cut into the final pavement surface course in locations shown on the plans. Locations of the video detection zones shown on the plans are approximate. Final size and locations of the video detection zones shall be positioned in the

field and tested in cooperation with the City of Providence Division of Traffic Engineering or its representative to ensure that detection zones are established to cover the approach width and that the detection system is functioning to the satisfaction of the City of Providence.

G. The proposed video detection cameras shall be located at the exact dimension called for on the plans, unless otherwise approved by the Engineer. Any existing traffic signal mounting hardware, brackets, arms, or safety chains that are damaged during construction or are deemed to be unsuitable for relocation (where called for on the plans) shall be replaced in kind and color by the Contractor at no additional cost.

6.85. SIDEWALK REMOVAL/INSTALLATION

- A. The Contractor shall take all necessary precautions to prevent damage to walls and fences abutting sidewalks and driveways designated for replacement. Where required, new sidewalks shall meet said walls and fences. Prior to sidewalk removal, a sawcut shall be provided in all sidewalks to be removed a distance, to be determined by the City of Providence Department of Public Works (6 inches minimum) from the face of adjacent buildings, retaining walls, and fences. The final 6 inches (minimum) of sidewalk will be removed with caution under the City of Providence Department of Public Works' supervision. There will be no additional payment for labor or equipment necessary to meet this "remove with caution" requirement.
- B. Any brick, paver, or stamped concrete/asphalt sidewalk, crosswalk, or roadway disturbed by construction activity shall be repaired by the Contractor at no additional cost. Any brick, paver, or stamped concrete/asphalt sidewalk, crosswalk, or roadway damaged or to be restored shall match the same materials that exist, including concrete base if appropriate, unless otherwise indicated on the plans, or directed by the Engineer.

6.86. PAVING NOTES

- A. The locations of all utility gate boxes and heads shall be marked prior to paving and adjusted upwards after the leveling course has been installed.
- B. The Contractor shall take extreme care to avoid tracking residue (pavement, tack coat, etc.) from newly paved areas onto adjacent areas especially stamped crosswalks. Any surfaces where residue is detected shall be replaced at the expense of the Contractor.

6.87. CURB RAMPS

- A. The final location of all curb ramps shall be coordinated in the field with the Engineer with proposed and/or existing locations of drainage structures, utility poles, light poles, and other appurtenances to ensure a clear pedestrian path. All proposed curb ramps shall be constructed in accordance with RIDOT curb ramp details and per the details on the Plans.
- B. The installation of curb ramp curb will include the granite transition stones as well as the flush granite curb at the base of the ramp. In addition, a sawcut of the end sections abutting the 2-foot curb returns to be removed will be necessary (where applicable), to install the curb ramp transition curbs.
- C. Any existing curb ramps disturbed by conduit installation or other construction activities shall be replaced with a new curb ramp in accordance with RIDOT curb ramp details including required curbing to match existing, if required.

6.88. DIFFERING SITE CONDITIONS, CHANGES, AND EXTRA WORK

Any changes in the original scope of work shall be in accordance with the GENERAL CONDITIONS.

6.89. SURVEY OF CURB RADII

All curb geometry and dimensions shown in the details are approximate. The Contractor shall survey all curb dimensions and radii prior to removal of curb.

6.90. COORDINATION WITH RIPTA

The Contractor shall coordinate with the Rhode Island Public Transportation Authority (RIPTA) to ensure that RIPTA remains operational at all times, as specified in the SPECIAL CONDITIONS.

6.91. RHODE ISLAND ENERGY REQUIREMENTS

- A. Guidelines for backfill and compaction around gas pipes permanent backfill and compaction.
 - 1. Description
 - (a) This work shall consist of backfilling and compacting all disturbed material at and around existing gas pipes and facilities. Size of pipe, material, length of exposed pipe, location of pipe, etc. will all follow the same set of Standards and Specifications stipulated by Rhode Island Energy. If design plans call for gas pipes to be exposed and supported (sheeting methods not used), then at the time of backfill, all disturbed material below the invert of the gas pipe shall be removed and replaced with suitable roadway or trench excavation material or bedding material.
 - (b) The contractor will not be allowed to replace this disturbed material with the same existing material if it has now been mixed with adjacent silty subsoil (clays) and fines. Well-graded gravel and sands will be used to replace the unsuitable material when no excess suitable material is available on site. Soils with high humus or mineral content should not be used to for backfill because they can promote electrolytic or bacterial attack.
 - (c) Backfilling the gas pipe should begin immediately after the work in that location is complete.
 - (d) The region within 6" alongside and on top of the gas pipe shall be backfilled with padding sand (free of cinders, ash, and rock). In no case shall the material used for backfilling in this region contain any stones. Backfill shall consist of suitable materials (medium to coarse sands with little or no silts) placed in layers of not more than 8" to 12" after compaction.
 - (e) Trench spoil material shall be suitable for backfilling above the padding material as long as rocks with a diameter larger than 3" are removed. The layers shall be mechanically compacted to the industry standard of 95% or until a density comparable to the unexcavated material is achieved. In some instances, flooding with water is an acceptable method of compaction but only if the back-fill material is clean, coarse, and adequate drainage is existent. The above specified backfill material is essential in order to attain the degree of compaction necessary to avoid future settlement.
 - (f) Tracing Wire, if necessary, shall be installed 2" to 6" below Plastic gas pipes. Warning Tape shall be installed approximately 12" above the gas pipe.
 - (g) A minimum of 2" temporary pavement shall be applied over the trench as soon as possible.
 - 2. Guidelines for Working Around Corrosion Control System Components Description

- (a) This guideline shall control work around existing Corrosion Control components. Replacement of test stations, anodes and test wire leads shall comply with Standards and Specifications stipulated by Rhode Island Energy. If design plans call for work in the area of Corrosion Control components, care must be taken to prevent damage to such components.
- 3. General Rhode Island Energy Considerations
 - (a) The contractor shall perform replacement of damaged corrosion control test boxes, resetting of disturbed test boxes, and ensure a minimum of 12" of excess wire above the rim of the test box after set to finished grade. Wires shall not be pulled taught to achieve the 12" above the box, as this will cause stress on the wire connection at the main. Wires needing to be lengthened, damaged corrosion control components i.e. wires, or wire coating, shall require notification to the Corrosion Control Department (525-5610 or 474-5171) to initiate inspection/repair or replacement of the damaged components.
 - (b) Backfilling exposed Corrosion Control wire components should begin immediately after the work in that location is complete. The region within 6" alongside and on top of the connector wires shall be backfilled with padding sand (free of cinders, ash, and rock). Test wire leads must be kept with enough slack to prevent stress on the points where the wires connect to the gas main. Trench spoil material shall be suitable for backfilling above the padding material as long as rocks with a diameter larger than 3" are removed. The 8" to 12" backfill layers shall be mechanically compacted to the industry standard of 95%.
- 4. Efforts to Repair Gas Leaks Prior to Final Construction (Nic)
 - (a) The Contractor shall notify Rhode Island Energy Gas (Sean Gunter 617-719-2726) prior to any permanent paving, sidewalk or finishing operations for the purpose of a leak survey.
 - (b) All efforts shall be made to minimize the time between road excavation/coldplane/reclamation so as to reduce gas leaks. The maximum time between road excavation/coldplane/reclamation is seven (7) calendar days.

6.92. CITY OF PROVIDENCE TECHNICAL SPECIFICATIONS

In addition to the standard and job specific specifications included in these Contract Documents, the construction in this Contract shall be in accordance with the City of Providence "Technical Specifications".

6.93. PAVEMENT INFORMATION

NOT USED.

6.94. UTILITY PROBE INFORMATION

NOT USED.

6.95. TESTING AND CERTIFICATION OF MATERIALS

- A. The Contractor shall adhere to the RIDOT Materials Testing and Certification Schedule. Testing of materials will be per the RIDOT specifications unless determined otherwise by the Owner.
- B. Documentation of conformance to the required testing or certification of compliance as outlined in the schedule for each bid item must be submitted and approved by the Engineer prior to request for payment. Partial or complete payment for a given bid item may be delayed or refused without testing/certification documentation approved by the Engineer.
- C. Materials not meeting the requirements of the specifications will be rejected. Testing of materials will be completed by the Owner's testing agency. The Contractor is responsible to provide 48-hour advanced notice to the Owner prior to fabrication of precast structures to be inspected at the plant or delivery of any materials to be tested under the Materials Testing and Certification Schedule. Materials sample sizes shall be per the RIDOT Master Schedule for the Preparation of a Project Schedule for Sampling, Testing, and Certification of Materials, latest edition.
- D. Authorized representatives performing the testing shall have access to the Work at all times and at all locations where the work is in progress. The Contractor shall provide facilities for such access to enable the personnel to perform their functions properly. Concrete and bituminous mixes will be subject to inspection and testing at the mixing plants and at the locations of installation for compliance with quality requirements.
- E. Concrete, asphalt and soils testing will be tested randomly as determined by the Engineer. The concrete testing will be performed by the Owners selected Testing agency and/or the Engineer. Costs for testing will be borne by the Owner. Concrete and asphalt not meeting the requirements of the specification and/or the approved shop drawings (mix design) will be rejected.
- F. The Contractor shall cooperate with the Local Public Agency's selected testing agency and all others responsible for testing and inspecting the Work.
- G. All specimens and samples for testing, unless otherwise provided in the Contract Documents shall be taken by the testing personnel.
- H. With the exception of some testing to be performed by the Engineer all sampling equipment and personnel will be provided by the testing laboratory.
- I. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

6.96. FIRST SOURCE ORDINANCE

The attention of prospective bidders is called to the fact this project is to be bid upon and executed under the City of Providence, Code of Ordinances Chapter 21 Art. III 1/2 First Source Agreements Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring employees to work on this project. The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in the format to be provided. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these

requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

6.97. APPRENTICE REQUIREMENTS

Attention of prospective bidders is called to the fact this project is to be bid upon and executed under the City of Providence, Code of Ordinances Chapter 21 Art. II Section 21-28.1 c (1) and (2) relating to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in the format to be provided. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

6.98. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

All sidewalks being constructed have been designed to comply with the ADA (Americans with Disabilities Act) requirements. A minimum clearance of thirty-six (36) inches of width at a point of narrowing, excluding curb width, and forty-eight (48) inches of continuous width elsewhere is required. Prior to installing any new sidewalks, the contractor must verify, by field review with the Engineer, that these requirements have been met. Sidewalk construction shall not commence without prior approval of the Engineer in circumstances where these requirements cannot be attained.

6.99. STORM WATER POLLUTION PREVENTION PLAN

NOT REQUIRED.

6.100. CONSTRUCTION DURATION/RESTRICTIONS

A. All work shall be completed by Winter shutdown, and shall be made safe for pedestrians, bicyclists and motorists.

6.101. DRIVEWAYS

- A. The Contractor shall provide notice to abutters at least 24 hours before sidewalk or driveway work will be performed. When installing cement concrete driveways, the Contractor shall provide at least 48 hours' notice that the driveway will be inaccessible while grading, forming, pouring and curing. The notices shall state the Contractor's name, a statement that the Contractor is working for the Providence of Public Works, a contact name and phone number for the contractor and the date and time that the driveway will be accessible. The Contractor shall remove all warning tape and stakes when the driveway is accessible.
- B. The Contractor shall also coordinate with the City Parking Administrator when residents are displaced during a driveway pour. The Parking Administrator will coordinate with the Providence Police Department to allow for overnight street parking.

6.102. SECURITY

A. The Contractor shall provide security personnel for all work which will otherwise be unattended during cure time or while the site is unattended during non-working hours. All work

damaged during this cure time or unattended time shall be removed and reconstructed at the Contractor's expense.

6.103. DIG SAFE

- A. The Contractor shall comply with the Rhode Island General Law, Chapter 39-1.2, "Excavation Near Underground Utility Facilities" which became effective on July 1, 1984.
- B. Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work.
- C. Relocation of the affected utilities shall be done as directed by the Local Public Agency and in accordance with the requirements of the corresponding utility company.
- D. The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to ensure proper notification and protection of all existing utilities affected by this Contract. This includes but is not limited to Providence sewer and streetlight assets.

6.104. CONTRACTORS WORKING HOURS

- A. Work shall be performed during normal business hours, Monday through Friday, 7:00 AM-5:00PM. Some jobs may require the Contractor to work outside normal business hours. In this event, the Contractor may request to work on Saturdays and Sunday or during the night, only with approval by the City. Such restrictions shall not be the basis for damages or claims against the City.
- B. The Contractor's attention is also directed to the fact that it may be deemed necessary to perform various items of work during off-peak traffic hours, during early morning or late at night. The City will dictate these special conditions prior to awarding work to the Contractor.
- C. The Contractor shall not be entitled to any additional compensation from the City for any expenses including premiums on labor that may be incurred by change of working hours and/or scheduling.

6.105. CITY FORESTER

- A. The Contractor shall be required to have all proposed tree work, which includes as a minimum all trimming, root pruning, tree removal, tree planting or tree well work approved by the City Forester.
- B. The Contractor's attention is directed to the requirement that all sidewalks are to be a minimum of 36- inches wide, and the City Forester is to be notified when that minimum width cannot be met due to interference with an existing tree.
- C. The Contractor shall coordinate the scheduling of the City Forester with the Owner. The Engineer shall be present during the City Forester evaluation and document the outcome.

6.106. PROGRESS MEETINGS

- A. The Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work if deemed necessary by the Engineer.
- B. The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.
- C. The Owner or his representative will, prepare agenda with copies for participants, preside at meetings, records minutes, and distribute copies to participants, and those affected by decisions made.

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APPENDIX

- APPENDIX A: BID FORMS
- APPENDIX B: CONTRACT FORMS
- APPENDIX C: TECHNICAL SPECIFICATIONS
- APPENDIX D: CONSTRUCTION DETAILS
- APPENDIX E: 2023 SYSTEM EVALUATION & CCTV INSPECTION FIGURES
- APPENDIX F: RIDOT MAINTAINED ROADS
- APPENDIX G: PRIMARY ROADS

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APPENDIX A:

BID FORMS

- A. Form of Bid
- B. Schedule of Unit Prices
- C. Schedule of Rates for all Labor and Equipment
- D. Purchasing Department Documents and MBE/WBE Participation Forms
- E. Bid Bond
- F. Certificate of Corporate Principal
- G. Non-Collusion Affidavit of Prime Bidder
- H. Non-Collusion Affidavit of Subcontractor
- I. Certification of Non-Segregated Facilities
- J. Bidder's Certification for Equal Employment Opportunity
- K. Special Requirement for All Out-of-State Contractors and Firms
- L. Certification with Regard to Performance of Previous Contracts and Subcontracts
- M. Affidavit of Non-Discrimination
- N. Certification of Non-Discrimination in Equal Employment Opportunity
- O. Statement of Bidders Qualifications
- P. Proposed Subcontractors
- Q. Municipal Contract Addendum, Rhode Island Department of Labor and Training, Prevailing Wage Requirements (37-13-1 ET SEQ)

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CITY OF

FORM OF BID

PROVIDENCE, RHODE ISLAND

TO: PURCHASING OFFICE 3rd Floor City Hall Providence, Rhode Island 02903

1. The undersigned, having familiarized (himself) (themselves) (itself) with existing conditions at the **CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE)** project affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Agreement, Form of Non-Collusive Affidavit, Addenda (if any), Drawings/Figures, Technical Specifications, Form of Surety Bond(s); as prepared by the Department of Public Works, and on file in the office of the Department of Public Works, 700 Allens Avenue, Providence, RI 02905, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform and complete all required work for the **CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE)** project and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

The undersigned further agrees to pay OWNER, as liquidated damages, \$3,000 per day for each calendar day beyond the Contract Time Limit (December 1, 2023) or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

Total of Base Bid* - For the sum of: \$	
	Dollars
*The Total of Base Bid includes allowances on page 6 of 14 in the SCHEDULE OF UNI	VALUES.
Total of Alternate No. 1 - For the sum of: \$	
	Dollars
Total of Alternate No. 2 - For the sum of: \$	
	Dollars
Total of Alternate No. 3 - For the sum of: \$	
	Dollars
Total Base Bid + Additive Alternate No .1 through No. 3 - For the sum of: \$	
	Dollars

2. In submitting this Bid, the Bidder understands that the right is reserved by the Department of Public Works to reject any and all Bids. If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him/her for signature.

Security in the sum of 3.

(\$ ______), in the form of ______ is submitted herewith in accordance with the Instructions to Bidders.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in 4. respect to this Bid or any Bids for the Contract for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.

5. The Bidder is prepared to submit a financial and experience statement upon request.

6. If applicable unit prices are contained in the Agreement (established as the result of either a Unit Price, the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twentyfive percent (25%) in accordance with the Section entitled Unit Prices, under Instructions to Bidders.

Bidder Signature and Acknowledgement of Addenda:

DATE: _____, 20____

Official Address:	Name of Bidder (Firm):
	By:(Signature)

Bidder shall indicate, in space provided, the earliest possible Project Start-up Date:

ADDENDA: The undersigned acknowledges receipt of the following Addenda, if any, and has included the provisions thereof in this Bid:

Addendum No.	Date		Addendum No.	<u>Date</u>	
	,	20			, 20
	,	20			, 20
	,	20			, 20
	,	20			, 20

, 20

CITY OF

SCHEDULE OF UNIT PRICES

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CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

<u>Item Code</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Bid Price</u> <u>\$0.00</u>	<u>Amount (PxQ)</u> <u>\$0.00</u>
BASE BID					
1	150.00 Per	form Cleaning &	Television	Inspection of Sewer	Pipe 6".
			_LF	\$	<u>\$</u>
а		orm heavy cleanii I from CCTV insp		ing 6" sewer in locati	ons as
			_LF	\$	_\$
2	67,000.00	Perform Cleaning	g & Televis	ion Inspection of Sev	wer Pipe 8" to 12".
			LF	\$	<u>\$</u>
la		Perform heavy cl I from CCTV insp		existing 8" to 12" sev	ver in locations as
			_LF	\$	_\$
	14,800.00	Perform Cleaning	g & Televis	ion Inspection of Sev	wer Pipe 15" to 18".
			_LF	\$	_\$
a		erform heavy cle I from CCTV insp		xisting 15" to18" sew	er in locations as
			_LF	\$	_\$
	15,800.00	Perform Cleaning	g & Televis	ion Inspection of Sev	wer Pipe 20" to 24".
			LF	\$	\$

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

<u>ltem Co</u>	de <u>C</u>	<u>Quantity</u>	Description	<u>Unit</u>	<u>Unit Bid Price</u> <u>\$0.00</u>	<u>Amount (PxQ)</u> <u>\$0.00</u>
4a			erform heavy clea from CCTV insp		xisting 20" to 24" sev	ver in locations as
				_LF	\$	_\$
5		1,350.00 Pe	erform Cleaning	& Televisio	on Inspection of Sew	er Pipe 26" to 30".
				_LF	\$	_\$
5a			form heavy clean from CCTV insp		sting 26" to 30"sewe	in locations as
				_LF	\$	_\$
6	4	1,400.00 Pe	erform Cleaning	& Televisio	on Inspection of Sew	er Pipe 32" to 36".
				_LF	\$	\$
6a			form heavy clean from CCTV insp		sting 32" to 36" sewe	r in locations as
				_LF	\$	_\$
7	į	5,450.00 Pe	erform Cleaning	& Televisio	on Inspection of Sew	er Pipe 38" to 42".
				_LF	\$	\$
7a			erform heavy clea from CCTV insp		xisting 38" to 42" sev	ver in locations as
				_LF	\$	\$

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

	<u>Item Code</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Bid </u> <u>\$0.00</u>	Price Amount (Px) \$0.00	<u>0)</u>
8			erform Cleaning &		•	of Sewer Pipe 46" to 48 <u>\$</u>	
8a		determined	form heavy clean I from CCTV insp	ection.	isting 46" to 48 \$	" sewer in locations as <u>\$</u>	;
9		1,450.00 P	erform Cleaning δ	& Televisi	ion Inspection o	of Sewer Pipe 50" to 54	4".
9a		determined	form heavy clean I from CCTV insp	ection.	isting 50" to 54 \$	" sewer in locations as	;
10		sewer in	form Cleaning & ⁻ s determined fron			Siphon Pipe 20" to 24	
10a			orm heavy cleanir s determined fron	-	•	sewer siphon	
				_HR	\$	\$	

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

	<u>Item Code</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Bid Price</u> <u>\$0.00</u>	<u>Amount (PxQ)</u> <u>\$0.00</u>
11		30.00 Rais	e Buried Manhole	s Located in F	Paved Roads (per	Vertical Foot).
				_VF	\$	\$
12		10.00 Rais	e Buried Manhole	's Located in	Grass Easements	; (per Vertical Foot).
				_VF	\$	_\$
13					nd Covers To Grad Its (per Vertical Fo	
				_VF	\$	_\$
13 A		2,500.00 R Operations		al of Sewer [Debris from Cleani	ng
				_TON	\$	_\$
A. S	SUBTOTAL BAS	E BID PRICE	E		\$	
_	UBTOTAL ENV	-			<u>\$50,000.00</u>)
C. S	UBTOTAL GIS	INTEGRATIO	ON ALLOWANC	E	<u>\$15,000.00</u>)
D. S	UBTOTAL EME	RGENCY ON	I-CALL ALLOW	ANCE	<u>\$50,000.00</u>)
E. S	UBTOTAL UNF	ORESEEN C	ONDITIONS A	LLOWANCI	≡ <u>\$50,000.00</u>)
F. T	OTAL BASE BI	D (A+B+C+D	+E)		\$	

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

<u>Item Code</u>	<u>Quantity</u>	Description	<u>Unit</u>	<u>Unit Bid</u> <u>\$0.00</u>	Price Amoun \$0.00	<u>t (PxQ)</u>
ADDITIVE ALT	ERNATE NO. 1					
14	31,000.00 I	Perform Cleaning	g & Telev	ision Inspectio	n of Sewer Pipe 8'	' to 12".
			_LF	\$	\$	
14a		erform heavy clea I from CCTV insp		existing 8" to 1	2" sewer in location	ons as
			_LF	\$	\$	
15	5,200.00 P	erform Cleaning	& Televis	ion Inspection	of Sewer Pipe 15	" to 18".
			_LF	\$	\$	
15a		erform heavy cleaned from CCTV in			18" sewer in locat	tions
			_LF	\$	\$	
16	6,950.00 P	erform Cleaning	& Televis	ion Inspection	of Sewer Pipe 20	" to 24".
			_LF	\$	\$	
16a	1,400.00 P determined	erform heavy clea I from CCTV insp	aning on pection.	existing 20" to	24" sewer in locat	tions as
			_LF	\$	\$	
	determined	I from CCTV insp	ection.	\$	\$	

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

	<u>Item Code</u>	<u>Quantity</u>	Description	<u>Unit</u>	<u>Unit Bid Pric</u> \$0.00	<u>ce Amount (PxQ)</u> <u>\$0.00</u>
17		775.00 Per	form Cleaning &	Televisio	n Inspection of Se	wer Pipe 26" to 30".
				_LF	\$	\$
17a			form heavy clear I from CCTV insp		isting 26" to 30"se	wer in locations as
				_LF	\$	\$
18		1,100.00 P	erform Cleaning	& Televis	ion Inspection of S	Sewer Pipe 32" to 36".
				_LF	\$	<u>\$</u>
18a			form heavy clear I from CCTV insp		isting 32" to 36" se	ewer in locations as
				_LF	\$	<u>\$</u>
19		1,100.00 P	erform Cleaning	& Televis	ion Inspection of S	Sewer Pipe 38" to 42".
				_LF	\$	<u>\$</u>
19a		220.00 Per determined	form heavy clear I from CCTV insp	ning on ex pection.	isting 38" to 42" se	ewer in locations as
				_LF	\$	\$

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

	<u>Item Code</u>	<u>Quantity</u>	Description	<u>Unit</u>	Unit Bid Price \$0.00	<u>Amount (PxQ)</u> <u>\$0.00</u>
13 B		800.00 Rer Operations		l of Sewer I	Debris from Clean	ing
				TON	\$	\$
		SUBTOTAL	ALTERNATE	NO. 1	\$	
		TOTAL ALT	ERNATE NO.	1	\$ <u></u>	

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

Item Code	<u>Quantity</u>	Description	<u>Unit</u>	<u>Unit Bid Price</u> <u>\$0.00</u>	<u>Amount (PxQ)</u> <u>\$0.00</u>
ADDITIVE ALTER	<u>NATE NO. 2</u>				
20	15,000.00	Perform Cleaning	g & Televi	sion Inspection of Se	ewer Pipe 8" to 12".
			LF	\$	_\$
20a		Perform heavy cle d from CCTV insp		existing 8" to 12" sev	ver in locations as
			LF	\$	\$
21	200.00 Per	rform Cleaning &	Televisior	n Inspection of Sewe	er Pipe 15" to 18".
			LF	\$	\$
21a		orm heavy cleani d from CCTV insp		ting 15" to 18" sewe	r in locations as
			LF	\$	\$
22	1,350.00 P	Perform Cleaning	& Televisi	on Inspection of Sev	wer Pipe 28" to 32".
			_LF	\$	\$
22a	300.00 Per determined	rform heavy clear d from CCTV insp	ning on ex pection.	isting 28" to 32" sew	er in locations as
			_LF	\$	\$

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

	<u>Item Code</u>	<u>Quantity</u>	Description	<u>Unit</u>	<u>Unit Bid Price</u> <u>\$0.00</u>	<u>Amount (PxQ)</u> <u>\$0.00</u>
23		250.00 Pei	form Cleaning &	Television	Inspection of Sewer	Pipe 42".
				_LF	\$	\$
23a			orm heavy cleaniı d from CCTV insp		ting 42 "sewer in loca	tions as
				_LF	\$	_\$
13 C		300.00 Re Operations		of Sewer	Debris from Cleanin	g
		•	(1)			

SUBTOTAL ALTERNATE NO. 2	\$
TOTAL ALTERNATE NO. 2	\$

CITY OF

SCHEDULE OF UNIT PRICES

PROVIDENCE, RHODE ISLAND

Unit prices are to be Complete prices to be added on the basis of quantities of work involved, for each item in place in the unit indicated

 Item Code
 Quantity
 Description
 Unit
 Unit Bid Price
 Amount (PxQ)

 \$0.00
 \$0.00
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ADDITIVE ALTERNATE NO. 3

24	175.00 Perform Cleaning & Television Inspection of Sewer Pipe 6".		
	LF \$\$		
24a	40.00 Perform heavy cleaning on existing 6" sewer in locations as determined from CCTV inspection.		
	LF \$\$		
25	23,150.00 Perform Cleaning & Television Inspection of Sewer Pipe 8" to 12	2".	
	LF \$\$		
25a	4,600.00 Perform heavy cleaning on existing 8" to 12" sewer in locations as determined from CCTV inspection.	3	
	LF \$\$		
26	3,700.00 Perform Cleaning & Television Inspection of Sewer Pipe 15" to 18	 3".	
	LF \$\$		
26a	750.00 Perform heavy cleaning on existing 15" to 18" sewer in locations as determined from CCTV inspection.		
	LF \$\$		

CITY OF

SCHEDULE OF UNIT PRICES

Unit prices are to be Co	mplete prices to b	e added on the bas	is of quant	ities of work involved	for each item in place in
the unit indicated Item Code	<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Bid Price</u> <u>\$0.00</u>	
27	3,650.00 P	Perform Cleaning	& Televisi	on Inspection of Sev	wer Pipe 20" to 27". \$
27a		d from CCTV insp	ning on exi pection.	sting 20" to 27" sew	
28	3,850.00 P		LF & Televisi LF	\$ on Inspection of Sev \$	ver Pipe 36" to 40".
28a		rform heavy clear d from CCTV insp	ning on exi	♥ isting 36" to 40" sew	
	450 00 Per	rform Cleaning &		\$	\$
	400.001 0		LF	\$	\$
29a		rform heavy clear d from CCTV insp		isting 48" sewer in lo	ocations as
			LF	\$	\$

CITY OF

SCHEDULE OF UNIT PRICES

the unit indicated Item Code	Quantity	<u>Description</u>	<u>Unit</u>	<u>Unit Bid P</u> <u>\$0.00</u>	rice <u>Amount (PxQ)</u> \$0.00
13 D	800.00 Rei Operations	noval & Disposa (per Ton)	l of Sewer	Debris from Cl	eaning
			_TON	\$	\$
	SUBTOTAL	. ALTERNATE	NO. 3	\$	
	TOTAL AL	ERNATE NO.	3	\$	

CITY OF

SCHEDULE OF RATES FOR ALL LABOR AND EQUIPMENT

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Part 1

LABOR RATES

Labor Rates per hour - includes insurance, fringes, and overhead 1.

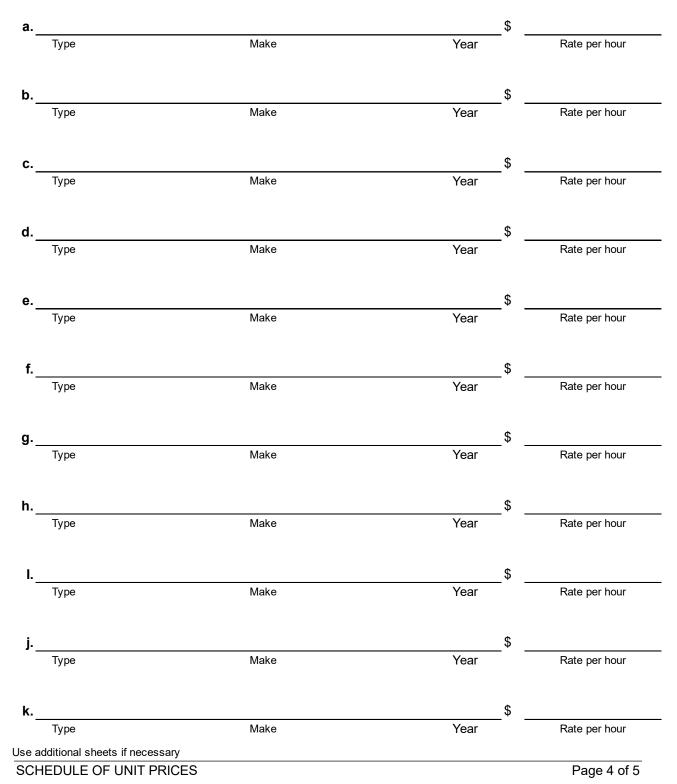
(Submission of Certified Payrolls required)

a.	\$
Classification	Standard Rate per hou
	\$
	Overtime Rate per hou
ь.	\$
Classification	Standard Rate per hou
	\$
	Overtime Rate per hou
С.	\$
Classification	Standard Rate per hou
	\$
	Overtime Rate per hou
d.	\$
Classification	Standard Rate per hou
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	Overtime Rate per hou
е.	\$
Classification	Standard Rate per hou
	\$
	Overtime Rate per hou
f.	\$
Classification	Standard Rate per hou
	\$
	Overtime Rate per hou
g.	\$
Classification	Standard Rate per hou
	\$
	Overtime Rate per hou
Use additional sheets if necessary	2
SCHEDULE OF UNIT PRICES	Page 3 of 5

Part 2

EQUIPMENT RATES

2. Equipment Rates



Part 3

MATERIALS & SUBCONTRACTOR COST MARKUP

3. Materials Cost Markup Percentage

a. Contractor's Cost plus

(Submission of Original Invoices required)

Percentage (Written)

4. Subcontractor Cost Markup Percentage

a. Contractor's Cost plus

(Submission of Original Invoices required)

Five Percent

Percentage (Written)

Percentage (Figures)

5%

Percentage (Figures)

CITY OF

MBE/WBE FORMS

PROVIDENCE, RHODE ISLAND

REFER TO BOARD OF CONTRACT AND SUPPLY RFP FOR REQUIRED MBE/WBE FORMS

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CITY OF

BID BOND

PROVIDENCE,	RHODE ISLAND	
KNOW ALL MEN BY THESE PRESENTS, that we,	, the undersigned,	as
PRINCIPAL, and(Name of Surety)	<i>(Name of Principal)</i> AS SURETY are held and firmly bound unt	lo
the City of Providence thereinafter called the "Loc	cal Public Agency", in the penal sum of	
	Dc	ollars,
(\$) lawful money of t and truly to be made, we bind ourselves, our heirs, jointly and severally, firmly by these presents.		
THE CONDITION OF THIS OBLIGATION IS SUCH Accompanying Bid, Dated		

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid, within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ______day of ______, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:		(Seal)
(Individual Principal)		
		(Business Address including Zip)
(Title)		(Seal)
		(Partnership)
		(Duciness Address including Zin)
	D. //	(Business Address including Zip)
	By:	
Attest:		
		(Corporate Principal)
		(Business Address including Zip)
	By:	(Affix Corporate Seal)
Attest:	_	
	_	(Corporate Surety)
В	y:	(Affix Corporate Seal)
Countersigned:		
by		
*Attorney-in-Fact, State of		
(*Power-of-attorney for person signing for surety con	npany n	nust be attached to bond.)

CITY OF

CERTIFICATE AS TO CORPORATE PRINCIPAL

PROVIDENCE, RHODE ISLAND

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that, who signed the said bond on behalf of the Principal was then ______of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____(Corporate Seal)

(Title)

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CITY OF

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State	of				
Coun	ty of				
		, being first duly sworn, deposes and says that:			
(1)	He is	of			
	(owner, partner, officer, representative,	or agent)			
	, the Bidder that has submitted the attac	ched Bid:			
(2)	He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:				
(3)	Such Bid is genuine and is not a collusive or sham Bid;				
(4)	employees or parties in interest, includi connived or agreed, directly or indirectl collusive sham Bid in connection with th or to refrain from bidding in connection with any other Bidder, firm or person to Bidder, or to fix any overhead, profit or Bidder, or to secure through any collus	ficers, partners, owners, agents, representatives, ing this affiant, has in any way colluded, conspired, y with any other Bidder, firm or person to submit a ne Contract for which the attached Bid has been submitted with such Contract, or has communication or conference fix the price or prices in the attached Bid or of any other cost element of the Bid price or the Bid price of any other ion, conspiracy, connivance or unlawful agreement, any Public Works or any person interested in the proposed			
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.				
(Sign	ed)	Subscribed and sworn to before me this			
	(Title)	day of, 20			
		(Title)			
		My Commission expires			

CITY OF

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

PROVIDENCE, RHODE ISLAND

State	of				
Count	y of				
		, being first duly sworn, deposes and says that:			
(1)	He is	of			
	(owner, partner, officer, representative, or	agent)			
	, the Subcontractor that has submitted the	, the Subcontractor that has submitted the attached Bid:			
(2)	He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:				
(3)	Such Bid is genuine and is not a collusive	or sham Bid;			
(4)	employees or parties in interest, including connived or agreed, directly or indirectly w submit a collusive sham Bid in connection submitted or to refrain from bidding in connection conference with any other Subcontractor, attached Bid or of any other Subcontractor of the Bid price or the Bid price of any other	its officers, partners, owners, agents, representatives, this affiant, has in any way colluded, conspired, rith any other Subcontractor, Bidder, firm or person to with the Contract for which the attached Bid has been nection with such Contract, or has communication or Bidder, firm or person to fix the price or prices in the r, Bidder, or to fix any overhead, profit or cost element er Subcontractor, Bidder, or to secure through any ful agreement, any advantage against the Department n the proposed Contract; and			
(5)) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Subcontractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.				
(Signe	ed)	Subscribed and sworn to before me this			
	(Title)	day of, 20			
		(Title)			

My Commission expires

CERTIFICATION OF NON-SEGREGATED FACILITIES

PROVIDENCE, RHODE ISLAND

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work rooms, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

Date	, 20	
Official Address:	Name of Bidder (Firm):	
	By(Na	me)
	(Signatu	ure)

BIDDER'S CERTIFICATION FOR EQUAL EMPLOYMENT OPPORTUNITY

PROVIDENCE, RHODE ISLAND

In compliance with Executive Order 11246 Equal Opportunity (GC II, Section 210, or latest publication) the Bidder hereby certifies he shall comply with Bid Conditions, Affirmative Action Requirements, Equal Employment Opportunity, as provided in the attachment Shown on pages GC II - 47a to GC II - 47f, or latest publication.

Full name and address of individual or company submitting this Bid:

Signed _____ Name _____ Title _____ Date

Notice: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "Owner" in the case of an individual, "Partner" in the case of a general partnership, "President", Treasurer, or other authorized officer in the case of a corporation.

SPECIAL REQUIREMENT FOR ALL OUT-OF-STATE CONTRACTORS AND FIRMS

PROVIDENCE, RHODE ISLAND

It is the understanding that any and all out-of-state firms and companies must be registered to do business in the State of Rhode Island with the Secretary of State's Office. Any false statements made in this regard will cause this Contract to become null and void at the option of the City, therefore, in accordance with this requirement the following statement is made:

I (we) being duly sworn officers of said company or firm, hereby declare and affirm that this company or firm is registered with the Rhode Island Secretary of State's Office to do business in Rhode Island.

(Company or Firm)

Attest:

Signature _____

Name ______

Note: If proposal is being made by an in-state contractor or firm, this form may be left blank.

CERTIFICATION WITH REGARD TO PERFORMANCE OF PREVIOUS CONTRACTS AND SUBCONTRACTS

PROVIDENCE, RHODE ISLAND

The Bidder ______, proposed Subcontractor ______, hereby certifies that he/she _____HAS ____HAS NOT, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10924, 11114, or 11246 and that he/she _____HAS _____HAS NOT, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements:

	Company
Signature	Ву
Date	Title

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b)(1), and must be submitted by bidders and proposed subcontractors any in connection with the contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-15. Generally, only contracts or subcontracts of \$10,000.00 or under are exempt.

Currently, Standard Form 100 (EEO-11) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the

Executive Orders and have filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts

and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CITY OF

AFFIDAVIT OF NON-DISCRIMINATION

PROVIDENCE, RHODE ISLAND

State of	-	
County of	-	
	, being first duly sworn, deposes and	says that:
He is the	_of	
a corporation organized and existing under the La	aws of	_and the
Contractor for the		
Project No.that he makes this affidavit for and on b	behalf of said Corporation; that during the per	iod
hiring of employees for the aforementioned project transfer, recruitment or recruitment advertising; la compensation; and selection for training including any employee or applicant for employment on the color or national origin.	yoffs or termination, rates of pay or other for apprenticeship, that it has not discriminated work covered by this contract because of rac Signed	ms of against æ, religion,
	Name Title	
Subscribed and sworn to before me this		
day of, 20		
Signed	-	
Title	-	
My commission Expires	-	

CERTIFICATION OF NON-DISCRIMINATION IN EQUAL EMPLOYMENT OPPORTUNITY

PROVIDENCE, RHODE ISLAND

The bidder represents the he/she

has has not participated in a previous contract or subcontract to either the equal opportunity clause contracted in Section 202 of the Executive Order 11246;

that he/she

has has not filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations; and that representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained prior to subcontract awards.

Full name and address of individual or company submitting this Bid:

Signed	
Name	
Title	
Date	

Notice: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "Owner" in the case of an individual, "Partner" in the case of a general partnership, "President", Treasurer, or other authorized officer in the case of a corporation.

STATEMENT OF BIDDER'S QUALIFICATIONS

PROVIDENCE, RHODE ISLAND

Separate statements shall be submitted by the bidder with his/her proposal for Him/herself, the Designer, the Construction Contractor, and for major design or construction subcontractors. All questions must be answered completely. The date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached pages keyed into this form. The bidder may submit any additional information he/she desires.

Name of Bidder	(Proper Name First)
Contact Person / Title	
Permanent Main Office Address	
Telephone	
When Organized	
If a Corporation, When Incorporated	
How many years have y trade name?	ou been engaged in the contracting business under your present firm or
	acts in-hand. (Schedule the contracts showing amount of each contract icipated date of completion.)
Will your firm be the Bid Contractor for this proje	der, Designer, Construction Contractor, or Design or Construction

	e any work awarded to you?	
	ontract?	
cost for each, and the month and	recently completed by your Company, s d year complete: Cost	tating the approp Comple
cost for each, and the month and	d year complete:	
cost for each, and the month and Projects	d year complete:	

15. List the names of projects, owners, architects, contract amounts, dates of completion, and percent of work accomplished with own forces which have been completed within the last five (5) years (or projects etc. which a partner or officer, while associated with another organization, was primarily responsible for:

Project <u>Location</u>	<u>Owner</u>	Engineer/ <u>Architect</u>	Contract <u>Amount</u>	Date <u>Completed</u>	Contact <u>Name/Phone</u>
ist the bac	kground and ex	perience of all princ	ipal members of y	our organization:	
<u>Name</u>			Background / E	Experience	

17. State your firm's particular qualifications, services, etc. for completing the project on-time within the project's program:

16.

18.	Based on your knowledge of construction and the Owner's program for the project, indicate a
	project completion date:

19. Credit Avai	lable:
-----------------	--------

20. Give bank reference:

- 21. Will you, upon request, complete a detailed financial statement and furnish any other information requested by the Owner?
- 22. The Bidder hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this:

STATEMENT OF BIDDER'S QUALIFICATIONS, dated		
thisday of	, 20	
Name of Bidder		
By/Title		
State of		
County of		

Subscribed and sworn before me

day of	, 20

Signed _____

Title _____

My Commission expires _____

PROPOSED SUBCONTRACTORS

PROVIDENCE, RHODE ISLAND

I, ______, the BIDDER, hereby propose to utilize the following named SUBCONTRACTORS for the project, Providence, RI, for the work items and/or estimated prices stated below and understand that the Owner reserves the right to reject any subcontractor if investigation determines they do not meet federal requirements or are otherwise unacceptable for the Project.

1. WORK ITEM/DESCRIPTION: _____

2.

3.

Estimated Value of Work:

Subcontractor:

Address:

City/State/Zip-Code:

Telephone No.:

WORK ITEM/DESCRIPTION:

Estimated Value of Work:

Subcontractor:

Address:

City/State/Zip-Code:

Telephone No.:

City/State/Zip-Code: Telephone No.:

4. WORK ITEM/DESCRIPTION:

5.

6.

7.

Estimated Value of Work:	
Subcontractor:	
Address:	
City/State/Zip-Code:	
Telephone No.:	
WORK ITEM/DESCRIPTION:	
Estimated Value of Work:	
Subcontractor:	
Address:	
City/State/Zip-Code:	
Telephone No.:	
Estimated Value of Work:	
Subcontractor:	
Address:	
City/State/Zip-Code:	
Telephone No.:	
WORK ITEM/DESCRIPTION:	
Estimated Value of Work:	
Subcontractor:	
Address:	
Oit /Otata/Zin Cada	
City/State/Zip-Code: Telephone No.:	
I Elennone No .	

(Add additional pages if necessary)

CITY OF

MUNICIPAL CONTRACT ADDENDUM, RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING, PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ)

PROVIDENCE, RHODE ISLAND

MUNICIPAL CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

- 1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
- 2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7;
- 3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at <u>https://dlt.ri.gov/requiredposters/</u> or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
- 4. Access the Department of Labor and Training website, at <u>https://dlt.ri.gov</u> on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
- 5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignces for prevailing wage work performed pursuant to this contract;
- Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

- Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <u>https://dlt.ri.gov/wrs/prevailingwage/</u> as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
- 8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
- 9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
- Any violation of RIGL 37-13-13 of Certified Weekly Payroll Forms and Daily Logs will result in the department imposing a penalty on the contractor of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.
- 11. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
- 12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
- 13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at <u>https://dlt.ri.gov/wrs/prevailingwage/.</u>

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By:_____

Title:

Subscribed and sworn before me this _____ day of _____, 20__.

• No. •

Notary Public My commission expires: _____

100 0

APPENDIX B:

CONTRACT FORMS

- A. Construction Agreement
- B. Contract Bond for Complete Performance and Full Payment
- C. Contractor's DBE Subcontractor Utilization Form
- D. Partial Release Contractor
- E. Final Release Contractor
- F. Partial Release Subcontractor
- G. Final Release Subcontractor

CONSTRUCTION AGREEMENT CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE)

PROVIDENCE, RHODE ISLAND

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF PROVIDENCE AND INSERT CONTRACTOR NAME HERE

FOR

CITY OF PROVIDENCE - 2023 SEWER SYSTEM EVALUATION (SSE)

This Construction Agreement ("Agreement") is made this _____ day of _____, 20___ by and between the City of Providence Department of Public Works (DPD) and the Providence Public Building Authority (PPBA) (jointly, the "Owner") and insert contractor name and mailing address

("Contractor") (jointly, "Parties").

Project: This contract is for CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE). The work to be performed under this Contract includes, but is not limited to, all labor, material, and equipment necessary for sewer and drainage system cleaning and closed-circuit television (CCTV) inspection to identify sewer system maintenance and structural defects, integration of findings with the City's sewer GIS, and development of sewer system rehabilitation recommendations. The work includes all other incidentals necessary to execute the work complete in place and accepted within the limits of this contract to the satisfaction of the Engineer and Owner.

<u>Project Address</u>: Various Locations throughout the City of Providence as directed by the Department of Public Works.

Contractor agrees to complete the work identified in this Agreement and in the Contract Documents, ("Project"). With regard to the Project, Owner and Contractor agree:

1. CONTRACT DOCUMENTS

1.1. This Agreement, the scope of work, invitation for bids, and any other documents referenced in or attached to this agreement are collectively referred to as the "contract documents," and include:

1.2. Contract Documents prepared by the Department of Public Works and issued by Owner as part of the Request for Proposals – CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (SSE) awarded in month, year;

1.2.1. Bid submitted by Contractor dated day, month, year;

1.2.2. Contract Documents, Request for Proposals, City of Providence – 2023 Sewer System Evaluation (SSE), prepared by Department of Public Works, dated March, 2023;

- 1.2.3. Addenda as issued.
- 1.2.4. Each of the Contract Documents forms part of and is fully incorporated in this Agreement.

1.3. To the extent any of the Contract Documents that form part of and are incorporated in this Agreement differ or contradict the terms of this Agreement, the terms of this Agreement shall control.

2. SCOPE OF WORK AND AGREEMENT PRICE

2.1. Contractor, having examined the Contract Documents and Project Site, agrees to be bound by the Contract Documents.

2.2. Contractor agrees to furnish all required Project Management, labor, materials, equipment, competent supervision, tools, safety measures, transportation costs, proof of insurance, performance bond and payment bond (as directed by Owner) and any and all other appurtenant items necessary for complete performance of the Contract Work in a good and workmanlike manner.

2.3. The Contract Work shall conform to all applicable laws, regulations and/or ordinances of any and all governmental agencies including Quasi and having jurisdiction over the Contract Work. All required standards required by the Utility Providers shall be strictly complied with unless otherwise confirmed in writing by the Owner.

2.4. Contractor agrees to perform the necessary sewer and stormwater system cleaning, CCTV inspection, evaluation, analysis, and oversight work set forth in the Scope of Work.

2.5. Contractor agrees to perform the Contract Work strictly in accordance with the Contract Documents, task order and subject to the final approval of Owner for the Agreement Price. Owner and Contractor may amend the Agreement Price only by a written Change Order executed by both Parties. Contractor shall not charge overtime or travel time to Owner unless Owner first approves such charges in writing.

2.6. Contractor is responsible for the cleanup and removal of all debris associated with the Contract Work to assure the safety and protection of all persons and property associated with the Project.

2.7. If the progress schedule cannot be met due to business interruption and circumstances beyond the control of Contractor, the Owner and Contractor shall discuss and document the cause of such delay and present to the Owner to review and discuss reasonable means to complete the work to avoid further delay. No overtime work will be conducted without an agreed upon Change Order.

2.8. From Time to Time the Contractor may be given advanced notice of special events taking place within the Project Limit Lines that will require special attention to work around and/or otherwise provide detailed cleanup, minimize road openings and sidewalk closures as well other applicable tasks that may be required. These events will be required to be captured in the Project Schedule and worked around as necessary to accommodate the events and assure that efforts are made to accommodate the events. Potential events in and around the project area shall be provided to the contractor upon award.

2.9. Contractor is employed as an independent contractor to perform the Contract Work and is responsible to provide all tools, equipment and incidentals required to complete the Work.

2.10. Contractor has examined the Project Site and has acquainted themselves with local conditions, including readable availability of a project management Team, labor, sub-contractors, equipment, and materials.

2.11. Based on the Contractors examination of the Project Site, the Contractor accepts all open and obvious conditions at the Project Site visible upon reasonable inspection as of the date of this Agreement. No allowances will be made after the date of this Agreement for any oversight, error or omission by Contractor in assessing the Project Site with respect to the Scope of Work to be performed and the Agreement Price for conditions falling within these parameters.

3. PERFORMANCE AND WARRANTY

3.1. Time is of the essence.

3.2. Contractor shall cooperate with Owner in scheduling and performing the Contract Work to avoid conflict, delay in or interference with any separate work of the Owner or other engineers or contractors. Performance requirements may be included in task order, to be agreed to by the City and Contractor.

3.3. At Owner's request, Contractor shall promptly provide Owner with proof of the ordering of all materials, equipment and supplies required for complete performance of the Contract Work.

3.4. Upon execution of this Agreement, Contractor shall promptly provide the Owner with a schedule of work to be performed, which shall be considered a living schedule and update a minimum of every two weeks. Failure to submit an update may result in rescinding work and/or withholding of payment. The schedule must be agreed upon between the Owner and Contractor before execution of the work.

3.5. Contractor shall use only new material for the Contract Work. Contractor shall remove and replace promptly, at Contractor's own expense, all defective or nonconforming work or materials. Contractor shall promptly report to Owner, in writing, any errors, inconsistencies or omissions relating to the Contract Work and any errors, inconsistencies or omissions in the Drawings and Specifications. Contractor may use salvaged materials with the approval of the Owner.

3.6. Contractor shall complete each aspect of the Contract Work in strict accordance with the standards set forth in this Agreement and the other Contract Documents. Notice to proceed will be issued upon the Contractor's furnishing of insurance, bond, and execution of this Agreement. Contractor shall begin the work no later than ten calendar days after full execution of this contract, and must complete work by **December 1, 2023,** unless otherwise stipulated in the task order. The Completion Date may be changed only by a written Change Order signed by the Contractor and Owner. Contractor's failure to perform and timely complete each aspect of the Contract Work, excluding delays caused by Owner or third party persons who are not under Contractor's control, in strict accordance with the Contract Documents, or delay of any work by other engineers, contractors or Owner caused by Contractor, constitutes a material breach of this Agreement, and Contractor shall be responsible for all additional costs incurred by Owner or other engineers or contractors, including overhead, profit, attorneys' fees and litigation expenses resulting from any such breach.

3.7. If Contractor, by its own fault or omission, fails to diligently pursue completion of the Contract Work, overtime work may be required by Contractor without additional compensation from Owner.

3.8. Contractor agrees to keep Owner informed both verbally and in writing as to the progress of the Contract Work and shall perform the Contract Work faithfully and in such order as necessary to keep the overall Project on schedule and to avoid any delay in completion of the Project. Failure to updated project schedule may result in rescinding work and/or withholding of payment.

3.9. Contractor shall provide safe and proper facilities for inspection at all times during performance of the Contract Work including preparing and maintaining a <u>Safety Plan to be submitted prior to the start</u> <u>of Work.</u>

3.10. Contractor warrants that the Contract Work shall (i) be free of defects in material and workmanship for a period of Two (2) years except where prescribed to be for a longer period; (ii) comply with the Drawings and the Specifications or as otherwise agreed to by the Parties; (iii) be performed in safe and workmanlike manner by trained, qualified, and efficient workers, in strict conformity with construction best practices; and (iv) be constructed of new materials of the most suitable grade for the application and furnish satisfactory evidence to Owner of the type and quality of materials so furnished and used. In the event that the Contract Work fails to meet any of the aforementioned warranties, Contractor shall have the right to cure any nonconforming or defective Work and may replace the defective Contract Work, or reimburse Owner for the Contract Work at the invoice or market price, within thirty (30) days after discovery of the breach of

warranty. Contractor shall also, at its cost, remove all material, equipment, and Contract Work which does not comply with the Drawings or meet the Specifications, or is otherwise defective, whether incorporated in the Project or not, and shall re-execute the Contract Work and correct any other work damaged thereby. If Contractor does not remove nonconforming or defective Contract Work promptly, Owner may do so and restore such nonconforming Contract Work at Contractor's expense.

3.11. Contractor shall reimburse Owner for all reasonable costs and expenditures made in the settlement of any claim against Owner relating to nonconforming or defective Contract Work.

3.12. Neither acceptance of the Contract Work nor payment of some or all of the Agreement Price shall relieve Contractor of responsibility for faulty materials, equipment or workmanship. Contractor shall remedy, as soon as possible, defects appearing within two (2) years from the date of <u>final payment</u>, or within such longer period of time as provided by any manufacturer's warranty, and <u>correct</u> resulting damage to other work at no cost to Owner.

4. ASSIGNMENT

4.1. Contractor shall not assign or sublet the whole or any part of this Agreement or any funds accrued or to accrue under this Agreement without the prior written consent of Owner; any assignment or sublet without prior written consent or Owner shall be voidable at the election of Owner. Owner retains the right to refuse any and all assignments or subletting in Owner's sole and absolute discretion. Any attempt to assign this Agreement in whole or in part without Owner's prior written consent constitutes a material breach of this Agreement.

5. CHANGES AND DELAYS

5.1. Contractor shall not deviate from the Contract Documents except on written order of Owner, received by Contractor before beginning any deviation.

5.2. Owner may make written changes in the Contract Documents which may add to or deduct from the Contract Work without invalidating this Agreement. All work outside the scope of the Contract Work to which Contractor is directed to perform by Owner or Owner's authorized representative without an agreement as to the price for the work shall be preserved and resolved through the dispute resolution clause in Section 14 of this Agreement.

5.3. Unless a written Construction Change Directive has been issued to Contractor by Owner directing that certain work be performed prior to agreement on extra compensation and/or time or in the event of a dispute as to whether the work is within the original Scope of Work, no extra compensation for extra work, materials or any time extension shall be allowed unless a written Change Order has been signed by Owner, nor shall Contractor proceed with extra work without a written Change Order signed by Owner. Compensation for any work added by a Change Order shall be in accordance with unit prices, applicable add/alternate prices, a lump sum price, or with the prior approval of Owner, shall be performed on a time and material basis with a detailed account of labor and material costs associated with the work.

5.4. Recovery by Contractor for delays caused by Owner shall be limited to time extensions only as set forth in an executed Change Order. Contractor shall not be entitled to damages or compensation for any losses on account of delay from any cause whatsoever, including, but not limited to, any act, neglect, omission, default or failure of performance by Owner or separate contractors, failure to obtain required materials, delay in obtaining permits, or other conditions. Notwithstanding the above, the Owner at its sole option may consider an "equitable adjustment" for any claim by the Contractor for any delay caused by the Owner pursuant to this paragraph. It is understood that the Contractor has no claim for delay pursuant to this paragraph unless specifically agreed upon by the Owner at the Owner's sole discretion and any claim for delay shall be presented to the Owner in detail format itemizing the dollar amount of delay with necessary backup for the Owner's consideration.

6. PROTECTION OF THE WORK AND EMPLOYEES; SUPERVISION AT THE PROJECT SITE

6.1. Until the Contract Work is complete, Contractor shall effectively secure and protect the Contract Work and shall repair and/or replace all loss or damage to the Contract Work caused by the Contractor or anyone for whom Contractor is responsible.

6.2. Following completion of the Contract Work, Contractor shall be bound by the warranty obligations of Contractor and its subcontractors and suppliers.

6.3. Contractor shall at all times supply a sufficient number of skilled workers to perform the Contract Work in a timely and efficient manner. In addition. Contractor shall assign a competent person who shall supervise the performance of the Contract Work, be present at the Project Site at all times when Contract Work is being performed, and act as Contractor's representative at the Project Site for the purposes of coordinating Contractor's activities with those of the Owner and others at the Project Site.

7. BREACH AND REMEDIES

7.1. Contractor shall be deemed to be in material breach of this Agreement if Contractor: (i) fails to perform the Contract Work in strict accordance with the Contract Documents or task order; (ii) fails to provide competent supervision or a sufficient number of properly skilled workers; (iii) fails to supply sufficient material or equipment of proper quality; (iv) fails to correct nonconforming or defective work promptly; (v) fails to perform any terms of this Agreement; (vi) is unable to meet its debts or fails to pay promptly for labor, material or other obligations; (vii) becomes financially insecure; (viii) disregards any law, including, without limitation, the Environmental Laws (as defined in Section 8.5), rules, regulations or ordinances applicable to the Contract Work; (ix) by negligent act or omission causes delay or interference with Owner or separate contractors; (x) assigns this Agreement for any reason without the prior written consent of Owner; or (xi) performs or fails to perform any act the commission or omission of which is defined elsewhere in the Contract Documents as a material breach of this Agreement or which would constitute a material breach at common law.

7.2. In the event of Contractor's breach, Owner shall have the following remedies in addition to any other remedies available at law or in equity:

7.2.1. Upon five (5) days' written notice to Contractor, Owner may declare Contractor in breach of this Agreement subject to the Contractor's right to cure, and after such time, the Owner may (i) terminate the Agreement; (ii) after termination, employ one or more other contractors to complete the Contract Work; (iii) complete the Contract Work with its own forces; or (iv) employ some combination of the foregoing to complete the Contract Work. Upon Contractor's breach, Contractor shall assign all material, equipment, tools, services, and supplies, and all of Contractor's agreements and supply contracts to Owner for the purpose of assisting Owner's completion of the Contract Work by any of the foregoing means. Equipment and tools left on the Project Site subject to a security or rental agreement shall be returned to Contractor. Equipment or tools owned outright by Contractor left on the Project Site may be assigned to Owner upon the termination of this Agreement resulting from Contractor's breach of the Contract Documents for use to complete the Project.

7.2.2. Contractor shall remain liable to Owner for all costs incurred by Contractor in completing the Contract Work caused by Contractor's breach of the terms of this Agreement.

7.3. If Contractor breaches this Agreement, Contractor shall not be entitled to any further payments for Contract Work not completed until the Contract Work has been completed and accepted by Owner and all above-described expenses have been paid by Contractor to Owner. Contractor shall be liable to Owner for all costs of completion of the Contract Work that exceed the balance due under this Agreement, and Contractor shall promptly pay all valid amounts owed to Owner upon demand.

7.4. The Owner will be in breach of this Agreement and in default if any of the following events occur:

7.4.1. Owner fails or refuses to pay on time (generally within 60 days of acceptance of Payment

Application) any monies due under the Contract Documents;

7.4.2. Owner fails or refuses to perform any obligation required under the Contract Documents;

7.4.3. Owner makes any assignment for the benefit of creditors or files any petition under any bankruptcy or debtor-relief law.

8. INDEMNITY

8.1. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, its respective employees, agents, officers, directors and representatives (collectively, the "Indemnified Parties") from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses arising out of or resulting from, in whole or in part, the performance of the Contract Work, or which are caused, in whole or in part, by any negligent act or omission of the Contractor, or by any of Contractor's subcontractors or suppliers, or anyone directly or indirectly employed by them. Excluded from this indemnity section is any claim attributable to the conduct and actions of the Owner or arising out of any non-delegable duty owed by the Owner.

8.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and its agents, officers, directors and employees from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which are caused, in whole, by any negligent act or omission of Owner, or any of Owner's separate contractors, or anyone directly or indirectly employed by them.

8.3. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

9. INSURANCE

9.1. Contractor shall purchase and maintain the following insurance for limits in amounts no less than set forth below:

9.1.1. GENERAL LIABILITY INSURANCE – PROPERTY DAMAGE AND BODILY INJURY: One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate Limit.

9.1.2. OWNED, HIRED AND NON-OWNED AUTOMOBILE LIABILITY INSURANCE: for Bodily Injury, Wrongful Death and Property Damage; One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate.

9.1.3. WORKERS COMPENSATION AND OCCUPATIONAL DISEASE: including Employer's Liability-Statutory Limit, such Employer's Liability limits for bodily injury by accident or disease to not be less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.

9.1.4. UMBRELLA LIABILITY INSURANCE: Five Million Dollars (\$5,000,000) per Occurrence; Five Million Dollars (\$5,000,000) Aggregate.

9.1.5. POLLUTION LIABILITY INSURANCE: Two Million Dollars (\$2,000,000) policy limit.

9.1.6. HAZARDOUS WASTE INSURANCE: Two Million Dollars (\$2,000,000) policy limit.

9.2. All required insurance coverages listed above shall be written on an occurrence-basis, and shall be maintained continuously, without interruption, from the date of commencement of this Agreement until the completion of the Contract Work or the date of final payment for the Contract Work, whichever occurs later.

9.3. Certificates of insurance acceptable to Owner shall be submitted to Owner before commencement of the Contract Work. The certificates of insurance and the insurance policies required above shall include a provision stating that the insurance coverage under each policy shall not be cancelled or otherwise allowed to expire until at least thirty (30) days' advance notice has been given directly to Owner by the insurance company or companies.

9.4. The insurance policies required for general liability coverages, owned, hired and non-owned automobile liability coverage shall include Owner (City of Providence and the Providence Public Building Authority) as an additional insured and shall provide that these insurance coverages are primary and non-contributory in the event any additional insured is insured for the same coverages under another insurance policy or policies. Contractor shall provide copies of the endorsements from the carrier showing that these entities have been added as additional insured.

9.5. Nothing in the provisions of this Section shall modify, alter or otherwise affect the indemnity obligations of Contractor under Section 8 of this Agreement.

10. SAFETY

10.1. At its own expense and at all times, Contractor shall take all necessary precautions to protect persons and property at or adjacent to the Project Site from damage, loss, or injury resulting from performance of the Contract Work by the Contractor, its employees, subcontractors and others for whom Contractor is responsible.

10.2. If any accident occurs, person is injured, or property is damaged at or near the Project Site resulting from the performance of the Contract Work by Contractor, its employees, subcontractors or others for whom Contractor is responsible, Contractor shall immediately notify Owner both verbally and in writing.

10.3. Contractor shall maintain a safety program that complies with all applicable laws and shall comply with all specific safety requirements promulgated by any applicable governmental authority and the City of Providence, including without limitation, the requirements of the Occupational Safety and Health Act ("OSHA"). Copies of the program shall be furnished to the Owner upon request.

10.4. The Contractor shall submit a Life and Safety Plan prior to the execution of the Work including the Contractors COVID-19 Plan.

11. COMPLIANCE WITH LAWS

11.1. Contractor shall comply with all applicable federal, state, and local laws, codes, regulations and ordinances, including, but not limited to, the Fair Labor Standards Act, OSHA, workers compensation, social security, employment and wage and hour laws.

11.2. Contractor shall not discriminate in the employment or advancement of any employee or applicant because of race, national origin, sex, color, age, religion, creed, physical handicap, Veteran's status or any protected class.

11.3. Contractor shall maintain all records and accounts for the employment of labor and the furnishing of materials and supplies in accordance with proper accounting and record keeping procedures and with all federal, state, and local laws, codes, regulations and ordinances. Copies of such records shall be provided to Owner upon request.

12. PAYMENTS

- 12.1. Compensation:
- 12.1.1. When base bid quantities are exceeded, they shall be added to the Schedule of Values as a new line item carrying the same unit prices. The CONTRACTOR and the Owner all shall monitor

overages versus those items coming in lower than estimated to assure that the budget health is not compromised.

- 12.1.2. The amount of the Contract (accepted bid prices) listed in the Bid is based on the estimated quantities as set forth in the Bid. Actual work may result in greater or lesser quantities estimated. It is understood and agreed that the CONTRACTOR will accept as payment the actual measured quantities at the unit set forth in the accepted bid.
- 12.1.3. The estimated quantities given in the Bid (proposal) for the various items of work are given for the purpose of comparing proposals 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 profits 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 (proposal).
- 12.1.4. 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.
- 12.1.5. Any work necessary to be performed after regular working hours, on Saturdays, Sundays and legal holidays, shall be performed by the Contractor without additional expense to the Owner.
- 12.1.6. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department, RIDOT for state maintained roads, or as specified in the Contract Documents.
- 12.1.7. Payments for unit items shall be in accordance with the specifications.
- 12.2. Progress Payments:
- 12.2.1. The CONTRACTOR shall prepare his requisition for monthly progress payment, at a date to be specified by the Owner, and submit it digitally in a PDF and unlocked Excel document formats, to the Owner for his approval. The amount of the payment due the CONTRACTOR shall be determined by adding to the total value of work completed to date and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual quantities of work completed and on the unit prices contained in the Bid Form. For lump sum items the value of the work completed to date will be based on the actual amount of the work done. Copies of all invoices shall be available for inspection by the Owner.
- 12.2.2. THE OWNER, PRIOR TO MAKING EACH PAYMENT TO THE CONTRACTOR, shall require the CONTRACTOR to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the CONTRACTOR, or any Subcontractor, if this is deemed necessary to protect its interest. Additionally, the CONTRACTOR may be required to submit certified payrolls for any and all employees, including Subcontractors.
- 12.2.3. Payment Processing Requirements to process payment:
 - (a) Certified payrolls
 - (b) MBE/WBE utilization form
 - (c) Liens Releases

- (d) Summary of Items for Period and Completed to Date (with Progress Report)
- 12.3. Final Payment:
- 12.3.1. After DPW's receipt of the final SSE Report, all project related inspection reports, videos, pictures, other multimedia, and GIS data, and acceptance by the Owner of all work under the Contract, the CONTRACTOR shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Bid Form. The total amount of the final payment due the CONTRACTOR under this contract shall be the amount computed as described above less all previous payments. Final payment to the CONTRACTOR shall be made subject to his furnishing the Owner with the Final SSE Report, and a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract.
- 12.3.2. The Contractor shall retain consent of surety. This shall be submitted at the time of the final Payment requisition.
- 12.3.3. The Owner, before paying the final invoice, may require the CONTRACTOR to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment and services to the CONTRACTOR, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the CONTRACTOR without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.
- 12.3.4. Withholding of any amount from the Owner under Section 6.3, entitled "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.
- 12.3.5. Final payment by the Owner shall in no way relieve the Contractor for liability for its obligations to repair or replace faulty or defective Contract Work discovered after final payment. All such defenses Contractor may have to such claims are preserved.
- 12.4. Withholding Payments:
- 12.4.1. The Owner may withhold from any payment otherwise due the CONTRACTOR so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the CONTRACTOR to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the CONTRACTOR and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the CONTRACTOR shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
 - (a) Certified Payroll
 - (b) WBE and DBE
 - (c) Liens Releases
 - (d) Supporting information to review invoices
 - (e) Incomplete Work
 - (f) Not Addressing REAL TIME Punch lists

- 12.4.2. Payments Subject to Submission of Materials Certificates and Materials Testing:
 - (a) Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors. Materials and associated bid items found to be deficient by the City's third-party testing agency will not be paid until defective materials have been replaced.
- 12.4.3. Payments Subject to Reporting Requirements:
 - (a) Each payment to the Contractor by the Owner shall be made after satisfactory reporting is submitted for First Source, Apprenticeship Utilization, MBE/WBE utilization and any other reporting as stated at the pre-construction meeting. Payment to the Contractor by the Owner is also contingent upon receipt of updated and accurate project construction schedules.
- 12.4.4. Payments Subject to Certified Payroll Requirements:
 - (a) Complete and executed certified payroll statements are required to be submitted with all invoice requests. Failure to do so will result in non-payment until certified payrolls are received.
- 12.4.5. Payments Subject to Progress Schedule
 - (a) Each payment to the Contractor by the Owner shall be made subject to submission of a current, accurate and reasonable progress schedule. Failure to do so will result in non-payment until a progress schedule is received and accepted.

13. RIGHTS AND REMEDIES

13.1. Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available at law or in equity.

14. DISPUTES

14.1. Disputes to be resolved in accordance with the Rhode Island General Law Tittle 37, Chapter 37-16.

14.2. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2)

arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days' notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators

appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days' notice in writing to the other party before filing his or her petition.

15. GOVERNING LAW

15.1. This Agreement shall be governed by and construed under the laws of the State of Rhode Island, without regard to its conflicts of law principles.

16. ALL CHANGES TO AGREEMENT SHALL BE IN WRITING

16.1. This Agreement shall not be changed except by written agreement of Owner and Contractor.

17. LEGAL EFFECT

17.1. In the event any provision contained herein is found to be legally unenforceable, all other provisions of this Agreement shall remain in full force and effect as if the unenforceable provision was never made a part of this Agreement.

18. INTERPRETATION

18.1. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

19. NO PARTNERSHIP

19.1. Nothing contained herein shall, or shall be deemed to, create any relationship between the Parties other than that of Owner and Contractor.

20. FURTHER DOCUMENTS

20.1. The Parties shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, to carry out the matters contemplated by this Agreement.

21. RECORD KEEPING, AUDIT AND INSPECTION

21.1. Contractor shall retain all books and records pertaining to the provision of the Contract Work for a period of no less than five (5) years after completion of all Contract Work or the termination of this Agreement, whichever occurs earlier and shall, during such time, shall permit Owner and its designated representative(s) to audit, inspect, and make copies of all such books and records so maintained by Contractor. Any such audit and inspection shall take place during normal business hours upon reasonable prior notice to Contractor. The right to audit and inspect shall survive the termination of the Agreement.
22. NOTICE

22.1. All notices to either party pursuant to this Agreement shall be in writing and signed by a duly authorized representative of the party giving such notice and shall be served either in person, by overnight delivery service or by certified mail, return receipt requested, to the respective address for each party given in the Agreement.

23. AUTHORITY

23.1. The individuals executing this Agreement on behalf of the parties represent they are duly authorized to sign on behalf of the parties and bind the Parties hereto.

24. COUNTERPARTS

24.1. This Agreement may be signed in counterparts.

25. NOTICES

25.1. No notice, consent, approval, or other communication given in connection herewith shall be validly given, made, delivered, or served unless in writing and delivered by hand, email, or by registered/certified United States mail to Owner or Contractor, as the case may be. Correspondence shall be delivered to the respective mailing and/or email addresses set forth below, or to such other addresses as either party may from time to time designate in writing and deliver to the other party. Notices, consents, approval, or communications shall be deemed given or received 24 hours after deposit in the mail, or immediately if hand-delivered or sent by email transmission. All written correspondence shall be followed by a telephone call within 24 hours of sending to confirm that it was received by the other party.

If to City: Patricia A. Coyne-Fague, Esq., Director Department of Public Works 700 Allens Avenue Providence, RI 02905 401-680-7500 Iperotta@providenceri.gov

cc: Craig Hochman, Deputy Chief Engineer 401-680-7515 chochman@providenceri.gov If to PBBA: Girard Visconti Savage Law Partners, LLP 564 South Water Street Providence, RI 02903 Phone: 401-238-8500 gvisconti@savagelawpartners.com

If to Contractor: [CONTACT NAME, TITLE] [COMPANY] [ADDRESS] [CITY, STATE, ZIP] [PHONE]

26. EXHIBITS

This Exhibit List is hereto attached to that certain Construction Agreement between the City of Providence/Providence Building Authority and the Contractor, ______, for the Project known as CITY OF PROVIDENCE – 2023 SEWER SYSTEM EVALUATION (.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

NOW, THEREFORE, the Parties execute this Agreement on the day and date listed in the Preamble.

PROVIDENCE PUBLIC BUILDING AUTHORITY

By:		
-		

Name (Printed):

Title: _____

Date: _____

CITY OF PROVIDENCE DEPARTMENT OF PUBLIC WORKS

Ву:	
Name (Printed):	
Title:	
Date:	

[CONTRACTOR NAME]

Ву:	
Name (Printed):	
Title:	
Date:	

APPROVED AS TO FORM AND CORRECTNESS

Ву:				
Name (Printed):				
Title:				
Date:				

EXHIBIT LIST

TO CONSTRUCTION AGREEMENT

EXHIBIT A	Request for Proposals dated
EXHIBIT A-1	Contractor's Proposal dated
EXHIBIT B	Contractor's Insurance
EXHIBIT C	Contractor's Performance and Payment Bonds (Statutory Form)
EXHIBIT D	Contractor's Schedule of Values, if applicable
EXHIBIT E	RIGL (Prevailing Wages) Sections 37-13-5, 6, 7 & 9
EXHIBIT F	Project Schedule

CONTRACT BOND FOR COMPLETE PERFORMANCE AND FULL PAYMENT

PROVIDENCE, RHODE ISLAND

KNOW ALL MEN BY THESE PRESENTS, THAT,

of

hereinafter called the "Contractor," and AS SURETY are held and hereinafter called the "Surety," a corporation authorized to execute surety bonds under the laws of the State of Rhode Island, are held and firmly bounden unto the City of Providence, City of Providence Department of Public Works, and the Providence Public Buildings Authority in the penal sum Dollars, (\$ _) lawful money of the United States of America, to the payment

of which sum, well and truly to be made the Contractor and the Surety herein firmly bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the contractor did on the	_ day of _	20	, enter into a written Contract for
in the sum of	of		(\$.00).

NOW, THEREFORE, if the Contractor, its executors, administrators or successors, shall in all things well and truly keep and perform the covenants, conditions and agreements in the Contract and in any alterations thereof made as therein provided, on its part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Providence, City of Providence Department of Public Works, and the Providence Public Buildings Authority, as therein stipulated, and shall also promptly pay for all such labor performed or furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the City of Providence, City of Providence Department of Public Works, and the Providence Public Buildings Authority, for its use during the period of its use), as shall be performed or furnished for and are promptly paid for, whether or not the labor is directly performed for or furnished to the Contractor or is even directly performed upon the work covered by the Contract, and whether or not the materials are furnished to the Contractor or become component parts of the work, and whether or not the equipment is furnished to the Contractor or even directly used upon the work; and shall also pay for all Wages, Workers' Compensation, Public Liability, Fire Insurance, Federal and State Unemployment, Social Security and Compensation Taxes; then this obligation shall become and be null and void; otherwise it shall abe and remain in full force and virtue.

This Bond is subject to all such rights and powers of the City of Providence, City of Providence Department of Public Works, and the Providence Public Buildings Authority and such other provisions as are set forth in the Contract and the Plans, Specifications and Proposal incorporated by reference in the Contract; and is subject also to all rights of the State and others which are set forth with respect to such a bond in RIGL §37-12-1 et. seq. and RIGL §37-13-14 and is subject to the provision that no extension of the time of performance of the Contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate this Bond or release the liability of the Surety hereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ______day of ______, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:		(Seal)
(Individual Principal)	_	(Business Address including Zip)
(Title)	_	(Seal) (Partnership)
	By:	(Business Address including Zip)
Attest:		
	-	(Corporate Principal)
		(Business Address including Zip)
	By:	(Affix Corporate Seal)
Attest:	_	
	-	(Corporate Surety)
	By:	(Affix Corporate Seal)
Countersigned:		
by	_	
*Attorney-in-Fact, State of	_	

(*Power-of-attorney for person signing for surety company must be attached to bond.)

CONTRACTOR'S DBE SUBCONTRACTOR UTILIZATION FORM

PROVIDENCE, RHODE ISLAND

Contractor:	Telephone:
Contact Person:	Fax:
E-mail:	
BID PRICE: \$	///////
PROJECT #	PROJECT LOCATION:

TOTAL ANTICIPATED DBE ______% PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost per Unit/Item	Actual \$ Value
						Subcontractor Total >	

DBE Total >

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN FEDERALLY FUNDED CDBG CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS.

Equal Opportunity Use:

Form received: __/__/ Verified by: _____

For a complete list of certified firms and company designation (WBE/DBE) go to http://www.providenceri.gov

PARTIAL RELEASE

WHEREAS, the undersigned Contractor supplied labor, materials, equipment and/or services to the Owner, ______, relative to improvements made to the property owned by ______, which project was located at the street address of ______.

NOW, THEREFORE, the undersigned for and in consideration of payment in the amount of \$_______, (for monies due Contractor through and including month/day/year) contingent upon the receipt of said payment, does hereby unconditionally and irrevocably waives and releases any and all actions, claims, demands, liens, damages, or any and all claims whatsoever against the Owner, the Project or the property whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which Contractor has or may have against the Owner or the property on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document. This Release does not release any pending change orders or retainage due or to become due to Contractor nor does this Release release any of the following

items:

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by Contractor or its employees, consultants, subcontractors, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The Contractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from Contractor's work on the project that will not be satisfied by the payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to Contractor on the project up to and inclusive of the date this document is executed.

Contractor agrees to indemnify, defend and hold harmless the Owner from any claim, lien, damage, cost or expense brought by any employee, agent or consultant of Contractor, any subcontractor or lower tier subcontractor, and any material supplier relating to any labor, material and/or equipment furnished, supplied or performed for, or on behalf of the Contractor or the project to which payment was made to Contractor for the work performed.

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this ______ day of ______, 2021.

NOTARY PUBLIC My Commission Expires:

FINAL RELEASE

WHEREAS, the undersigned Contractor supplied labor, materials, equipment and/or services to the Owner, ______, relative to improvements made to the property owned by ______, which project was located at the street address of

NOW, THEREFORE, the undersigned for and in consideration of the final payment in the amount of \$_______, contingent upon the receipt of said payment, does hereby unconditionally and irrevocably waives and releases any and all actions, claims, demands, liens or other claims whatsoever against the Owner, the Project or the property whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which Contractor has or may have against the Owner or the property on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by Contractor or its employees, consultants, subcontractors, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The Contractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from Contractor's work on the project that will not be satisfied out of the full and final payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to Contractor on the project up to and inclusive of the date this document is executed.

Contractor agrees to indemnify, defend and hold harmless the Owner from any claim, lien, damage, cost or expense brought by any employee, agent or consultant of Contractor, any subcontractor or lower tier subcontractor, and any material supplier relating to any labor, material and/or equipment furnished, supplied or performed for, or on behalf of the Contractor or the project to which payment was made to Contractor for the work performed.

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2022.

NOTARY PUBLIC My Commission Expires: _____

PARTIAL RELEASE

WHEREAS, the undersigned subcontractor supplied labor, materials, equipment and/or services to the general contractor, ______, relative to improvements made to the property owned by (Name of Owners), which project was located at a street address of

NOW, THEREFORE, the undersigned for and in consideration of payment in the amount of \$_______, (for monies due Contractor through and including month/day/year) contingent upon the receipt of said payment, does hereby waive and release any and all actions, claims, demands, liens or bond claims against _______, its surety, the project, the Owner and the property described herein whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which subcontractor has or may have against _______, its surety, the project and the property described herein on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document.

Upon presenting this signed waiver to ______, the above payment will be issued to the subcontractor in accordance with the terms of the subcontract agreement.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by subcontractor or its employees, consultants, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The subcontractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from subcontractor's work on the project that will not be satisfied by the payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to subcontractor on the project up to and inclusive of the date this document is executed.

Exempt from release are any retained amounts being withheld pursuant to the subcontract agreement on account of labor, materials, equipment and/or services furnished by subcontractor on the project.

(Name of Subcontractor)

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires: _____

FINAL RELEASE

WHEREAS, the undersigned subcontractor supplied labor, materials, equipment and/or services to the general contractor, ______, relative to improvements made to the property owned by (Name of Owners), which project was located at a street address of

Upon presenting this signed waiver to ______, the above payment will be issued to the subcontractor in accordance with the terms of the subcontract agreement.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by subcontractor or its employees, consultants, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The subcontractor warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from subcontractor's work on the project that will not be satisfied out of the full and final payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to subcontractor on the project up to and inclusive of the date this document is

executed.

This final release does not extinguish and is subject to subcontractor's warranty and contractual obligations set forth in its contract and/or agreement with _____

(Name of Subcontractor)

By:

(Name and Title)

STATE OF RHODE ISLAND

COUNTY OF _____

Subscribed and sworn to before me on this _____ day of _____, 2021.

NOTARY PUBLIC My Commission Expires: _____

APPENDIX C:

TECHNICAL SPECIFICATIONS

- A. 012001 Price & Payment
- B. 330130.16 TV Inspection of Pipelines
- C. 330130.41 Cleaning of Sewers
- D. 330513 Manholes & Structures
- E. 331210 Temporary Bypass Pumping Systems

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SECTION 012001

PRICE AND PAYMENT

PART 1 GENERAL

- 1.01 WORK NOT PAID SEPARATELY
 - A. Mobilization, Demobilization, and Stored Materials
 - 1. The CONTRACTOR and his subcontractors shall not be paid separately for mobilization, demobilization, or stored materials, but the costs thereof shall be considered to be included with the unit prices bid.
 - B. Traffic Control
 - 1. The CONTRACTOR shall be responsible for all traffic control (flaggers, cones, barrels, signs, etc.), including traffic engineering permits to occupy the City Public Right-of-way, and/or implementing detours/street closures. More information can be obtained at the Providence Traffic Engineering website (https://www.providenceri.gov/public-works/traffic-engineering). The fee for traffic engineering permits will be waived.
 - 2. No additional payment will be made for traffic diversion techniques (including but not limited to cones, barrels, signs, and the utilization of flagging services) as it shall be considered incidental to the cost per linear foot in the bid items.
 - 3. The use of a uniformed police officer for traffic control, unless otherwise directed by the permitting authority, will be limited to primary roads. For the purposes of this bid, the Appendix G Primary Roads (RI Division of Statewide Planning listing of arterial and collector roads in the City of Providence) shall be considered "primary roads".
 - 4. Apart from alternating one way traffic, road closures/detours do not require a uniformed police detail. Local roads shall be closed one block at a time and detoured, to allow for the work and as much access as possible. If there's a business, school, place of worship, resident, etc. located within the closure, the contractor must provide access to and from the buildings. Prior coordination shall be required to accommodate the individual needs (i.e., deliveries, parking, etc.) of the impacted properties.
 - 5. The excessive use of uniformed police details is prohibited. In accordance with Providence Traffic Engineering's recommendations and permit requirements, the employment of traffic diversion techniques (signage, detours, and road closures) is preferred.
 - 6. The Contractor shall schedule / call in the details as required above. The police detail invoices shall be paid for by the OWNER without markup. Contractor must submit Police detail slips with a cover letter summarizing the days of the details on a bi-weekly basis. No additional payment will be made for these services and shall be considered incidental to the cost per linear foot in the bid items.



- C. Periodic Summary Technical Memoranda (Task 2)
 - 1. For both the Base Bid Areas and Additive Alternate Areas, the CONTRACTOR will provide a summary of the pipes that have been inspected and reviewed at specific milestones (25% complete, 50% complete, 75% complete) based on the footage of pipe inspected versus the awarded scope. This summary will provide a general overview of the work completed to date, including the general condition of the pipes inspected and the defects identified. The data will be presented in a Technical Memorandum and provide an overview assessment of the condition of the pipes inspected at that specific milestone. This data provided in the summary will be used to determine if inspection areas need to be reprioritized based on data discovered in the field. GIS integrations for all work milestones shall be complete, with inspection reports and videos submitted with each milestone.
 - 2. These summary Technical Memoranda are separate from the final SSE Reports which will include all the work inspected on the project. No additional payment will be made for these services and shall be considered incidental to the cost per linear foot in the bid items.
- D. Data Analysis and Final SSE Reports (Task 2)
 - 1. CONTRACTOR shall assign personnel with an active NASSCO PACP Certification to review the CCTV inspection videos with noted failures and provide an assessment and analysis of type and severity of defects observed and locate sources of infiltration or the presence of previous infiltration.
 - 2. CONTRACTOR shall catalogue the condition of pipe CCTV inspected and rank the pipe by defect severity in accordance with NASSCO PACP standards.
 - 3. CONTRACTOR shall provide recommendations for maintenance, rehabilitation, and repairs.
 - 4. As a condition of final payment and release of retainage, both a Final Base Bid SSE Report and at the OWNER's discretion a Final Additive Alternate Areas SSE Report will be submitted to the DPW and will include an executive summary, itemized scope of work for repairs, rehabilitation, and maintenance, listed by cost/benefit and estimated cost, severity of the pipe failure and urgency to act. These Final Reports shall be submitted to the OWNER no later than 2 weeks following the completion of the Base Bid or Additive Alternate inspection areas. The Final Additive Alternate Areas SSE Report shall be inclusive of areas 1 through 3 collectively.
 - 5. No additional payment will be made for these services and shall be considered incidental to the cost per linear foot.
- E. Notification & Coordination
 - 1. The CONTRACTOR is responsible to notify abutters and stakeholders of these projects. The CONTRACTOR shall keep the schedule updated on a biweekly basis and ensure that notifications are distributed in a timely fashion. Failure to communicate and distribute

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notifications may result in the job being shut for the day at no additional expense to the City.

- 2. The CONTRACTOR shall be responsible for coordinating work located within any private, local, state, or federal property regarding access and/or right-of-ways necessary to complete the work and for the cost of any necessary permits. The CONTRACTOR is responsible for the coordination, notification, scheduling and cancelling of any services required to complete the work. The CONTRACTOR shall reimburse the City for any costs incurred due to failure to comply or sudden change of schedule.
- 3. When necessary, the CONTRACTOR is solely responsible for coordinating his work with the utility companies. The owner will not be responsible for any lost time by the CONTRACTOR in delays in the work caused by construction activities of the utilities.
- 4. Prior to any excavation work (i.e., raising buried manholes), and in accordance with the rules and regulations of Dig Safe, the CONTRACTOR shall notify Dig Safe for the location and marking of all underground utilities in the work area. The CONTRACTOR is to comply with all current Dig Safe Regulations.
- 5. From Time to Time the CONTRACTOR may be given advanced notice of special events taking place within the Project Limits that will require special attention to work around and/or otherwise provide detailed cleanup, minimize road openings and sidewalk closures as well other applicable tasks that may be required. These events will be required to be captured in the Project Schedule and worked around as necessary to accommodate the events and assure that efforts are made to accommodate the events.
- 6. No additional payment will be made for these services and shall be considered incidental to the bid items.
- F. Permits & Licenses
 - 1. The CONTRACTOR shall make application for and pay all fees for any/all other permits required by the City of Providence and for State maintained roads the Rhode Island Department of Transportation.
 - For informational purposes, see RIDOT maps in the Appendix F for locations of RIDOT 2. maintained roads in the City of Providence. For a complete listing of State-maintained roads please contact RIDOT or visit their website at www.dot.ri.gov/about/maproom/State Maintained Roads.php. It is the successful bidder's responsibility to coordinate with RIDOT to confirm state-maintained roads within their project limits. Appendix F RIDOT Maintained Road mapping should not be construed as complete nor binding in any fashion.
 - 3. Payment for permits and/or licenses required by the contract are included in the prices bid for the various items of work in the Bidder's Blank, and therefore no separate payment will be made.
- G. Water, Unsuitable Material Disposal, Mileage, and other Incidentals



- 1. The CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation (including mileage), plant, disposal of unsuitable materials 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.
- 2. The CONTRACTOR and his subcontractor shall take adequate precautions to avoid unnecessary damage to landscaped areas, pavements, utilities, or private properties. The subcontractor shall promptly repair (in kind), at his own expense, any damage attributed to his work to such landscaped areas, pavements, utilities, or private property to the satisfaction of the OWNER.
- 3. The CONTRACTOR shall be responsible for all claims and/or damages resulting from the cleaning and CCTV inspection work.
- H. Nightwork, Weekends, & Holidays
 - 1. There may be instances where night work may be required per project-specific conditions, permitting requirements, traffic considerations, to accommodate the needs of places of worship, schools, businesses, or agency in the selected areas, and/or to reduce risk to travelers and workers, etc. Such work shall be included in the prices bid for the various items of work in the Bidder's Blank, and therefore no additional compensation will be made. The Contractor shall conform to the requirements of local permitting authority and at minimum the latest revision to the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
 - 2. Any work necessary to be performed after regular working hours Monday through Friday, on Saturdays, Sundays, and legal holidays, shall be performed without additional expense to the Owner with the approval of the Director of Public Works.

1.02 PIPE DIAMETER MEASUREMENT

- 1. Pipe diameter shall be assumed to be consistent to the diameter notated on the site plans. If pipe diameter is found to be inconsistent with the plans, the pipe diameter shall be measured at no additional cost to the OWNER. CONTRACTOR and owner shall be notified prior to measurement. The diameter measurement shall occur vertically from the invert to the top of the sewer pipe interior at the point of entry manhole. Should the measured diameter differ from that notated on the site plans, the CONTRACTOR shall be compensated based on the actual diameter as listed in the bid schedule.
- 2. For egg or oval shaped sewer reaches, the diameter will be measured along the major axis. Should the measured diameter differ from that notated on the site plans, the CONTRACTOR shall be compensated based on the actual diameter as listed in the bid schedule.

1.03 MANHOLE ACCESS (TASK 1B)

1. As encountered, the City will make the determination whether to perform the locating, uncovering, and/or raising of manholes to grade with their own forces or elect for the CONTRACTOR to complete the work.

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- 2. Where practicable and depending on their condition, the existing frames and covers shall be reused. If they are found to be broken, the City will furnish frames and covers as needed.
- 3. Items 11, 12, and 13 have been provided in the bid schedule for completion of this work.
- 4. For situations where the City is unable to furnish frames and covers, the CONTRACTOR shall procure and store an inventory of five (5) frames and covers (24" Manhole Frame and Cover EJ Product No. 240834B01) at the start of the project, at no additional cost. See Item 13 in the bid schedule.
- 5. Upon the project's completion, any unused frames and covers shall be provided to the City, at no additional cost. The costs for hauling, transportation, and delivery of said frames and covers to City of Providence Department of Public Works shall be considered to be included with the unit prices bid.
- 6. Manhole covers may have bolts locking them in place. To secure access for cleaning and CCTV inspection, the lock bolts shall be removed by the CONTRACTOR. As encountered, the CONTRACTOR shall remove and return these bolts to the City of Providence Department of Public Works, at no additional cost.

1.04 GIS INTEGRATION (TASK 3)

- 1. CDM Smith will update the GIS database layers to modify the existing asset locations or add new assets found in the field based on information provided by the CONTRACTOR to the City as part of the project in an agreed upon format. CONTRACTOR's recommendations as part of this effort will be integrated as either a separate GIS layer or as a database table that can be linked to the DPW pipeline or manhole GIS layers.
- 2. CONTRACTOR shall submit a sample PACP Exchange database to the City's consultant CDM Smith prior to starting CCTV inspections to ensure the data and format being collected is PACP compliant. The sample database will be checked by CDM Smith to verify it is formatted correctly and can be imported into the OWNER's CCTV database and can be integrated with the OWNER's GIS without issues. It is the responsibility of the CONTRACTOR to ensure the data delivery is acceptable prior to continuing inspection work.
- 3. CONTRACTOR shall subcontract with CDM Smith for these services, with expensed to be paid directly by the CONTRACTOR. For purposes of this bid, the CONTRACTOR must carry a \$15,000 allowance for costs associated with the completion of Task 3 (included in the Base Bid price). This allowance is intended for both the Base Bid and Additive Alternate areas.
- 4. The work performed under this allowance will be reimbursed at the costs of the actual fee plus five (5) percent for processing and coordination with CDM Smith.



1.05 EMERGENCY ON-CALL SSE REQUESTS (TASK 1A)

- 1. Emergency requests will be paid per linear foot using the applicable Base Bid items that correspond to the diameter pipe cleaned and CCTV inspected, as measured in the field. These requests may include heavy cleaning of lines to facilitate the CCTV inspections. The CONTRACTOR must respond to the request within 48-hours and provide the video and inspection data to the City within 2 business days of completion of the work. These Emergency SSE requests will not impact the base bid quantities, they shall be added to the Schedule of Values as new line items carrying the same unit prices as those in the Base Bid and shall be paid as prescribed and defined in the unit prices.
- 2. An allowance for these emergency on-call requests, totaling \$50,000, is included in the Base Bid. This allowance is intended for any additional cleaning, CCTV inspection, and analysis requested within the City of Providence.
- 1.06 CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION AND PRELIMINARY CLEANING (TASKS 1 & 1A ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29)
 - A. Measurement
 - 1. CCTV inspection of the existing sewer pipe (6-in to 54-in) will be measured in place on a linear foot basis to the nearest foot. Measurement will be along the horizontal centerline of the pipe with no deductions for manholes and will be from center of manhole to center of manhole.
 - B. Payment
 - 1. Payment for television inspection of existing sewer pipe (sanitary, storm, combined) will be made for the respective quantity as determined above at the unit price bid under Items the Bid Form. This price and payment shall be full compensation for project notices; full compensation for closed circuit television inspection to determine the presence of defects, submission of printed logs coded with NASSCO's PACP Standards, digital copies of each televised sewer on two (2) external hard drives to be furnished by the Contractor, cleaning of sewer lines with up to six (6) passes with a jet nozzle including the removal of all debris (sediment, mineral deposits, scale, rocks, tuberculation, grease, roots, etc.) from the existing sewers, obtaining access to the work site, restoration of traffic and pavement markings, traffic management, removal and replacement of all signs and other traffic control systems, and all else incidental thereto for which separate payment is not provided under other items in the Bid Form.
- 1.07 HEAVY CLEANING OF SEWERS (TASKS 1 & 1A - ITEMS 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A)
 - A. Measurement
 - 1. Heavy cleaning of sewers items will be measured in place on a per linear foot basis for sewer, storm, and combined lines, specified for CCTV inspection. Measurement will be

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along the horizontal centerline of the pipe for heavy special cleaning of each sewer reach and will be from center of manhole to center of manhole.

B. Payment

1. Payment for heavy cleaning of existing sewers will be made for the quantity as above determined at the price for specified bid items 6-in thru 54-in. This price and payment includes the cost associated with obtaining access to the work site (including off-road easements and paved roadways). The price and payment shall be full compensation for heavy cleaning of sewer lines including the removal of all debris (sediment, mineral deposits, scale, rocks, tuberculation, grease, roots, etc.) from the existing sewers; for bypass pumping; dewatering; restoration of traffic and pavement markings; traffic management; removal and replacement of all signs and other traffic control systems; and all else incidental thereto for which separate payment is not provided under other items in the Bid Form. This payment is in addition to the Preliminary Cleaning that is included as a part of the CCTV in Item 1-10 & 14-29 and must be submitted to Owner for approval before initiating heavy cleaning.

1.08 HEAVY CLEANING OF SIPHONS 20" TO 24" (TASK 1 - Item 10a)

A. Measurement

- 1. Heavy cleaning of siphons will be measured on an hourly basis for sewer, storm, and combined lines, specified for CCTV inspection.
- B. Payment
 - 1. Payment for heavy cleaning of siphons 20" to 24", that may be located in the field, will be paid on an hourly basis. CCTV inspection is preferred but if flow conditions do not allow then other forms of inspection such as sonar will be used. This price and payment includes the cost associated with obtaining access to the work site (including off-road easements and paved roadways). The price and payment shall be full compensation for cleaning of siphons including the removal of all debris (sediment, mineral deposits, scale, rocks, tuberculation, grease, roots, etc.) from the existing siphon; for bypass pumping; dewatering; restoration of traffic and pavement markings; the use of a sonar device; traffic management; removal and replacement of all signs and other traffic control systems; and all else incidental thereto for which separate payment is not provided under other items in the Bid Form. This payment is in *addition* to the Preliminary Siphon Cleaning that is included in Item 10 and must be submitted to Owner for approval before initiating heavy cleaning.

1.09 MANHOLE ACCESS (TASK 1 B) LOCATE AND RAISE BURIED MANHOLES TO GRADE (Items 11 and 12)

- A. Measurement
 - 1. Measurement for the locating and raising of buried manholes to grade (Items 11 & 12) will be measured in place on a per vertical foot basis for the actual feet of manholes located and

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raised.

B. Payment

- 1. Payment for the locating of and raising of buried manholes in pavement (Item 11) will be made for the quantities determined above at the unit price bid. This price and payment shall be full compensation for locating manholes, furnishing precast concrete grade rings to raise frame and cover to grade, reusing the existing frame and cover (or if damaged using frames and covers furnished by the City), removal and disposal of all materials, cutting and removal of existing pavement around the frame and cover, excavation, temporary and permanent pavement restoration, loam and seed, restoration of traffic and pavement markings, traffic management, removal and replacement of all signs and other traffic control systems. This price and payment includes cutting pavement, pavement replacement in two phases (initial and final full depth), and the cost associated with gaining access to the work site.
- 2. Payment for the locating of and raising of buried manholes in grass easements (Item 12) will be made for the quantities determined above at the unit price bid. This price and payment shall be full compensation for locating manholes, furnishing precast concrete grade rings to raise frame and cover to grade, reusing the existing frame and cover (or if damaged using frames and covers furnished by the City), removal and disposal of all materials, cutting and removal of soil the frame and cover, excavation and restoring earth cover, loam and seed, traffic management, This price and payment includes the cost associated with gaining access to the work site.

1.10 MANHOLE ACCESS (TASK 1 B) FURNISHING AND INSTALLING NEW FRAMES AND COVERS TO GRADE (Item 13)

A. Measurement

1. Measurement for furnishing and installing new frames and covers to grade (Item 13) will be measured in place on a per vertical foot basis for the actual feet of manholes located and raised.

B. Payment

1. Payment for furnishing and installing new frames and covers to grade (Item 13) will constitute full compensation for costs for locating buried manholes, furnishing new manhole frames and covers, labor, materials, equipment, transportation, tools, saw cutting pavement, pavement and/or soil removal/disposal/replacement, furnishing precast concrete grade rings to raise frame and cover to grade, excavation and restoring earth cover, loam and seed, traffic management, costs associated with gaining access to the work site, and all other related procedures and materials necessary to successfully install frames and covers in the event that the City is unable to provide them.



1.11 REMOVAL & DISPOSAL OF SEWER DEBRIS FROM CLEANING (ITEMS 13 A, 13 B, 13 C, 13 D)

- A. Measurement
 - 1. Measurement for payment will be per ton for actual tonnage disposed as documented on an official copy of the disposal manifest form or ticket receipt provided by the disposal site.
- B. Payment
 - 1. Payment will constitute full compensation for removal, transportation and disposal of debris from sewer cleaning operations including, but not limited to, labor, equipment, transportation, tools, and all other related procedures and materials necessary to dispose all grit, sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation of offsite at permitted facilities to handle such wastes. All materials shall be removed from the site at a minimum of the end of each workday. Under NO circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time. The official copy of the disposal manifest form or ticket receipt must clearly indicate the tonnage disposed and must be submitted to the Owner's Representative no later than three (3) days after the debris was disposed.



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SECTION 330130.16 - TV INSPECTION OF PIPELINES

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
 - A. Drawings and general provisions of the Contract apply to this Section.
- 1.2 SUMMARY
 - A. Each designated pipe section shall be visually inspected by means of closed-circuit television. The inspection shall be done one line section (i.e. manhole to manhole) at a time and the section being inspected shall be suitably isolated from the remainder of the system as required.
 - B. Video recordings shall be made of the television inspections and two (2) portable hard drives containing digital copies of each video shall be supplied to the Owner for his inspection and files. Cost of hard drives shall not be paid for separately and shall be considered are included in the prices bid for the various items of work in the Bidder's Blank, and therefore no separate payment will be made.
 - C. The naming convention for each of the video files shall be as follows:

Upstream MH Downstream MH Date

- D. Related Requirements:1. Section 331210 "Temporary Bypass Pumping Systems."
- 1.3 ACTION SUBMITTALS
 - A. Data:
 - 1. Database structure and file naming plan
 - 2. External Hard Drives become property of Owner.
 - 3. Sewer Assessment Reports
 - B. Assessment Procedures Plan
 - 1. Pipeline assessment plan
 - 2. List of equipment to be used on the project, including product literature for all video equipment (including cabling, camera, footage counter, tilting device, and recorder)
 - C. Proposed door hanger for public notification.
 - 1. The City shall review and edit the submitted door hanger notification, prior to printing and distribution.
 - D. Qualification Statements
- 1.4 INFORMATIONAL SUBMITTALS



- A. Informational Submittals: Prior to beginning assessment work, submit the following to the Owner
 - 1. Qualifications statement in accordance with the City of Providence RFP documents.
- B. Traffic Control plan for work in areas of vehicular travel, submitted to, and approved by Providence Traffic Engineering.
- C. List of Project staff, including qualifications of Crew Chief and CCTV operator.
- D. Spill plan to address any spills that might occur.
- E. Two copies of the NASSCO-issued "certified PACP user" identification card showing certification number for each CCTV operator that will be performing assessment work on the Project. Work shall not commence until such certification is provided.
- F. Confined Space entry and hazardous atmosphere training certifications for all staff that will be involved in work located within or near manholes.
- 1.5 QUALITY ASSURANCE
 - A. Perform Work according to NASSCO PACP standards, latest version.

1.6 QUALIFICATIONS

- A. Contractor: Successfully performed work on at least ten other projects within the last five years that include at least 1,000,000 linear feet of CCTV video experience in NASSCO PACP format in gravity sewers 8-inches in diameter or greater.
- B. CCTV Operator: Successfully performed work on at least three other projects within the last five years that includes at least 250,000 linear feet of CCTV video experience in gravity sewers using NASSCO PACP format.
- C. Crew Chief: Minimum of five years of experience on projects involving the assessment of gravity sewer measuring 8 inches in diameter or greater and experienced in using the proposed equipment

PART 2 - PRODUCTS

1.1 EXTERNAL HARD DRIVES

- A. Description: A portable storage device that can be attached to a computer through a USB connection.
- B. Solid state data storage devices are preferred.
- 1.2 CCTV SOFTWARE
 - A. Capable of providing complete survey reports in compliance with the most recent version of NASSCO PACP.
 - B. The PACP defect and construction codes shall be pre-programmed in the CCTV software and shall



be grouped by PACP Groups.

- C. Software and Databases
 - 1. Fully compliant with PACP.
 - 2. Capable of customization with the ability to modify or add to the pipe line condition and group them for ease of use.
 - 3. Assessment and reporting software program shall be menu-driven and shall have a complete on-screen help file.
 - 4. NASSCO PACP mandatory fields and any additional available field requested by the Owner shall be setup in the software prior to the assessment, and all of these fields shall be populated with information collected during the assessment. Any general and pipe segment information that is already known prior to the assessment shall be entered into the appropriate fields in advance of performing the physical assessment.
 - 5. Maintain a database of underground pipe and manhole assets. Structure the asset database similar to the one referencing pipe usage (i.e., sanitary, storm, drainage, etc.) sections (i.e., projects, areas, quadrants).
 - 6. Surveys include a method of pipe segment numbering and a chronological survey set-up numbering system.
 - 7. Capacity to import and export survey results in the most recent NASSCO PACP exchange format.
- D. The footage reading from the camera equipment shall be automatically entered into the survey log and shall directly correspond to the noted observation location throughout the pipe graphical and tabular reports generated.

1.3 SEWER ASSESSMENT REPORTS

- A. File Naming Conventions: Name all files in accordance with the requirements of the Owner and CDM Smith to allow direct linking of files to pipe assets using a common unique identifier.
 - 1. Each manhole has been given a unique manhole identification (Asset ID). The file name for each pipeline assessed shall be that unique upstream manhole Asset ID followed by an underscore followed by the unique downstream manhole, then the date of inspection such as: 0123S0456_0123S0457_MMDDYYYY.pdf.
 - 2. If an unnamed manhole is found, the letter "A" shall be added to the end of the upstream manhole's Asset ID to form a new Asset ID. The data/video files shall then be renamed to include the new Asset ID and a new CCTV assessment shall be started from the new Asset ID.
 - 3. If more than one unnamed manhole is found between two named manholes, subsequent new manhole Asset IDs shall be formed using the letters "B", "C", etc.
 - 4. If an unnamed manhole is found, provide documentation showing the location of the unnamed manhole to the Owner depicting the change in connectivity found in the field.
 - 5. If the contractor performs a reverse setup and televises an individual pipe segment from more than one direction (i.e. the camera is only able to televise a portion of the entire segment heading downstream, and the remaining portion of the pipe segment was televised heading upstream) then two or more separate video files are allowable. The name of the additional database files etc. (i.e. unique manhole Asset ID followed by an underscore followed by the unique downstream Asset ID) followed by "_1", "_2" etc. at the end of the filename so that it is clear there are multiple files and videos for the same pipe segment. If unnamed manhole(s) is (are) found the procedure previously described shall also apply. Examples:



- a. Initial filename: 0015S0001 0015S0002 MMDDYYYY
- b. Additional filenames: 0015S0001_0015S0002_MMDDYYYY_1

Base the name of each digital still photo on the video/data filename of the specific sewer in which the photo was taken. Record the name as the video/data filename followed by the PACP code for the item pictured, followed by the footage at which the observation was encountered. Examples:

- c. (Filename)_(PACP Coded)@(footage).jpg
- d. 0015S0001_0015S0002_MMDDYYYY_HSV@37_2.jpg
- e. 0015S0001_0015S0002_1_MMDDYYYY_MCU@113_6.jpg
- B. Format all data files to facilitate upload into a NASSCO PACP exchange database.
- C. Digital Video: CCTV assessments shall be captured at a minimum video bit rate of 4,500 kbps.
- D. Indicate individual survey results in tabular form and provide a sortable list of surveys based on a user-defined description field. Include the starting and ending manhole Asset IDs depths, pipe material, total survey length, and pipe diameter. All reports and and/or submittals shall comply with the most recent version of NASSCO PACP standards.
- E. Submit assessment data to the Owner on a <u>weekly</u> basis; including digital videos, digital photos, and evaluation reports, all in electronic format on portable external hard drive. All hard drives and the information contained within them are the property of the Owner after submittal.
 - 1. Fill data on each portable external hard drive to minimize the number of hard drives submitted. The hard drives shall contain separate digital files for each manhole-to-manhole section of pipe assessed.
 - 2. Sections of a single segment of sewer shall not be recorded to more than one hard drive.
 - 3. Video footage of recorded segments shall be grouped by area and shall be submitted in sequential order relating to the area mapping designation.
 - 4. The footage counter reading from the camera shall appear on all videos.
 - 5. Separate folders shall be created on the external hard drives for assessment data, digital videos, digital photos, evaluation reports, supporting documentation etc. so all submittals of the same type are in a single folder.
 - 6. Separate subfolders shall not be used be used to separate submittals of the same type under the main folder.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Field verify location of sewer pipelines to be inspected.

3.2 PREPARATION

- A. Sewer Flow Control
 - 1. Evaluate each segment of sewer to be assessed with respect to diameter, flow rate, velocity, upstream/downstream manhole diameter, debris levels, extent of pipe wall corrosion, and



accessibility. Select and provide the most appropriate equipment and methods based on the condition of the specific sewer line segment and its access manhole(s) at the time the work commences.

- 2. All assessment work shall be attempted during periods of low flow in the sewer segments being assessed.
- 3. At all times during the assessment, the flow in the sewer line segment(s) being assessed shall be suitably controlled as needed to perform the assessment in accordance with Section 331210 "Temporary Bypass Pumping Systems."
- 4. If the depth of flow in the sewer segments to be assessed is above the maximum allowable for the use of standard CCTV equipment, use of floating inspection equipment can be used.

If the depth of flow in the sewer segments to be assessed is above the maximum allowable for the use of floating inspection equipment, off peak hours should be pursued to perform the assessment. If flow levels are not sufficient during off peak hours, the flow level shall be lowered by either:

- a. using flow through plugs
- b. performing bypass pumping as approved by the Owner.
- 5. When flow in a sewer line is plugged, blocked, or bypassed, take precautions:
 - a. to protect the sewer lines from damage that might result from sewer surcharging.
 - b. to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewer involved.
- B. The equipment and methods used for each sewer pipe and the setup location shall conform to the submitted and reviewed plan.
 - 1. Standard CCTV equipment is appropriate for sewer segments that:
 - a. Have a depth of flow less than 25 percent of the pipe diameter.
 - b. Do not have signs of corrosion.
 - c. Do not appear to have significant debris accumulation below the water surface.
 - 2. Floating HD Image equipment is appropriate for sewer segments that:
 - a. Do not meet the previously-listed conditions for using standard and CCTV equipment.
 - b. Require longer continuous lengths of assessment due to the difficulty of the manhole access or connection to a buried manhole or manholes.
- C. Perform sewer line cleaning in accordance with Section 330130.41 "Cleaning of Sewers" to provide a thorough assessment of the sewer condition.

3.3 APPLICATION

- A. CCTV Equipment
 - 1. Provide a mobile vehicle large enough to accommodate at least three people with video monitoring equipment specifically compatible with the camera equipment being used. Owner and his representative shall have unrestricted access to observe the television



screen and all other operations.

- 2. CCTV Camera:
 - a. Designed and constructed for such assessment.
 - b. Capable of producing digital still photos of all sewer observations and service connections.
 - c. Adjustable light source generate an even distribution of lighting for the camera that results in a clear color picture of the entire periphery of the pipe.
 - d. Operable in 100 percent humidity conditions and in a hazardous and corrosive environment.
 - e. Provide a backup (spare) camera either on the Project site or at a nearby location so performance of the Work is not delayed.
 - f. When usage of standard CCTV equipment is not feasible due to access issues, pipe condition, and/or depth of water flow, floating camera equipment may be used.
 - g. Capable of panning 360 degrees and tilting 270 degrees and with minimum optical zoom ratio of 10:1 plus a minimum digital zoom ration of 4:1 to facilitate the assessment of all laterals and defects with optimum picture quality provided by focus and iris adjustment.
- 3. Floating HD Camera: the camera shall be capable of recording 360 degree view using a fisheye lens without tilting or panning.
- 4. CCTV Equipment:
 - a. Camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner and/or his representative. Picture resolution shall be a minimum of 460 television lines (TVL).
 - b. Provide a lighting system adequate for quality pictures. A reflector in front of the camera may be required to enhance the lighting in black pipe.
 - c. Accurate footage counter to display on the monitor the exact distance of the camera from the centerline of the starting manhole.
 - d. Compatible with the version of NASSCO PACP used by the CCTV software and the reports and submittals generated from the software.

3.4 FIELD QUALITY CONTROL

- A. The following measurements shall be collected for each accessible manhole and included in the PACP exchange database:
 - 1. Utilize GPS equipment to obtain X and Y state plane coordinates with a submeter accuracy.
 - 2. Field-measure the vertical distance from the top of the manhole frame to the invert in accordance to NASSCO PACP standards.
- B. Pipeline Assessment:
 - 1. Each sewer section shall be assessed from the upstream manhole to the downstream manhole if possible.
 - 2. For the upstream and downstream manholes on each segment of pipe that is assessed, pan and tilt from the invert and take digital still photos that clearly depict the entirety of the manhole interior, including cone section.
 - 3. Assess the full length of each sewer between access points. When the camera is unable to



pass an obstruction even though flow is continuing, perform a reverse setup of the CCTV equipment from the opposite access point.

- 4. Perform all CCTV assessments using personnel who are trained and certified (current standing) in the use of NASSCO's PACP.
- 5. Multiple upstream and/or downstream sewer segments can be televised from a single manhole setup location as long as each manhole to manhole video section restarts its footage counter at zero and a separate video file for each assessment is submitted.
- 6. The CCTV camera shall travel through the lines using its own power unless a tethered floating unit is used. The pictures taken of the entire inside periphery of the pipe shall be clear and visible. Picture quality and definition shall be to the satisfaction of the Owner.
- 7. Stop the camera at all service laterals and pan at such an angle that an internal view of the service lateral is available to determine if the lateral is active, inactive, or plugged. Take photos:
 - a. include a brief description of the subject of the photo directly on the photo.
 - b. catalog and link in the CCTV database, so the photos correspond with the length along the sewer line where the photo of the recorded observation was taken.
 - c. JPEG format and at least 50 kilobytes in size.
- 8. Adjust the camera height such that the camera lens is always centered in the pipe being televised.
- 9. Retrieve camera equipment that becomes stuck within a sewer.
- 10. Submit CCTV inspection videos, where reversal setups are not required, in one continuous video section from manhole to the immediately adjacent manhole and not in multiple files. If a reverse setup is required, two complete inspections and video are acceptable.
- C. Calibrate camera footage on a weekly basis in the presence of the Owner or his representative with an above ground tape measure and simultaneous CCTV footage counter.
- D. Project Notifications: Notify the owner immediately if:
 - 1. A collapsed pipe or other significant pipe failure is discovered.
 - 2. The conditions for CCTV assessment are found to be unsafe or impractical.
 - 3. A manhole is buried, cannot be found, or cannot be accessed. Include a diagram in PDF file format that clearly indicates the location of the manhole, identifies its Asset ID, and lists the procedures that were used to attempt to locate the manhole.
 - 4. Any defects that pose immediate danger to the public are observed (i.e. missing or broken manhole covers, sinkholes, etc.).
 - 5. Any major pipe blockages, manhole surcharging, or potential overflow conditions are observed.
 - 6. The pipe configuration in the field is different than shown on the Drawings. Include a diagram in PDF file format that clearly indicates the location of structures in relation to immediately adjacent structures.
 - 7. Any significant obstructions are found within permanent sewer easement, even if these obstructions do not impact the Work.
- E. Public Notifications: Provide 48 hour notice prior to the assessment of any pipe segment, distribute door-to-door a door hanger, approved by the Owner, describing the work to be performed to notify the owner of every property, including residences and businesses, that may be affected. Include necessary information on bypass pumping how long residents may be unable to utilize the sewer. Door hangers shall be double-sided with the notification information in the English language on one side and in the Spanish language on the reverse side. Affected properties shall



include, but not be limed to, properties on which:

- 1. A sewer to be accessed is located.
- 2. A manhole for accessing a sewer to assessed is located.
- 3. An existing sewer easement that could be used to access the sewer is located.
- 4. A temporary right-of-entry agreement with the property owner and the contractor for accessing a sewer or manhole on the property.
- 5. An existing sewer lateral serving the property directly connects to a sewer to be assessed or manhole to be accessed for the sewer assessment.

3.5 DATA QUALITY CONTROL

- A. Review quality and accuracy of each submittal of CCTV assessment data and revise as needed to correct any inaccuracies prior to providing submittal to the Owner or his representative.
- B. Quality Review:
 - 1. Owner or his representative requires a 30-day period to review sewer assessment data/videos after each submittal has been received.
 - 2. Payment applications will not be processed until the sewer assessment data/videos have successfully passed the quality review and have been accepted by the Owner or his representative.
 - 3. Additional 30-day review periods apply to each resubmittal of data/videos determined to be unacceptable by the Owner or his representative.
 - 4. Re-inspection is required when digital videos are inaccurate or of such poor quality that the Owner or his representative is unable to evaluate the condition of the sewer or locate sewer service connections.
 - 5. Provide CCTV assessment data contained on each portable external hard drive in the most recent version of PACP exchange format. Include video indexing for all observations. CCTV assessment data to be submitted:
 - a. Database file
 - b. Still photos in JPEG file format for each observation
 - c. Video for each inspection in MPEG1 file format.
 - d. Summary report for each pipe segment in PDF format.

END OF SECTION 330130.16



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SECTION 330130.41 - CLEANING OF SEWERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. Section includes cleaning of sewer pipe and siphons selected for CCTV inspections as shown on the Drawings and as specified herein.
- B. Cleaning includes proper high-pressure water jetting, rodding, bucketing, brushing and flushing of sewers and manholes prior to inspection by closed circuit television, pipeline rehabilitation or replacement, point repairs, and testing operations.
- C. Clean all sewers to remove debris, roots, intruding services, deposits, and other blockages.. Perform sewer cleaning work to an acceptable level as necessary to perform a thorough television inspection of sewer. If pipe condition is such that cleaning may cause a potential collapse, then pipe shall be televised without attempting to clean it, pending approval by Owner or his representative. Notify Owner immediately if cleaning cannot be completed due to pipe condition.
- D. Furnish all labor, materials, equipment, and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing, and flushing of designated sewer lines and manholes in streets and cross country areas as shown on the maps, and transporting debris to an approved facility, in accordance with all applicable local, state, and federal rules and regulations.

E. Related Requirements:

- 1. Section 330130.16 "TV Inspection of Sewer Pipelines".
- 2. Section 331210 "Temporary Bypass Pumping Systems"

1.3 DEFINITIONS

- A. Preliminary Cleaning: Small amounts of debris existing within sewer line and where sewer reaches do not require heavy cleaning, as defined below, and that produce little or no debris. Preliminary Cleaning is defined as up to six (6) passes with a jet nozzle.
- B. Heavy Cleaning: Large deposits of debris or heavy root growth existing within sewer line and where sewer reaches require debris removal exceeding the definition of Heavy Cleaning, and time required to clean and inspect the line must be at least twice the average time required to clean and inspect other sewers of comparable length and diameter. Heavy cleaning is defined as more than six (6) passes with a jet nozzle or the use of a rotary cutting device.



1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Section 012001 "Price and payment": Contract Sum/Price modification procedures.
- B. Preliminary Cleaning: Clean sewer using standard industry procedures of high pressure water jetting equipment or other approved equipment. Costs related to cleaning of such sewers shall be included in Contractor's unit prices for CCTV and Preliminary Cleaning.
 - 1. Basis of Measurement: By linear foot.
 - 2. Basis of Payment: TV inspection, data compiling according to NASSCO PACP standards, and audio-video recording of pipeline.
- C. Heavy cleaning: Heavy cleaning must be approved by Owner or his representative. Include costs related to cleaning of such sewers in Unit Prices for Heavy Cleaning. Costs related to televising of such sewers following heavy cleaning shall be included in Unit Prices for CCTV and Preliminary Cleaning. Compensation for heavy cleaning of a particular line will only be paid if:
 - 1. Heavy cleaning was authorized by Owner or his representative prior to performance of the work.
 - 2. Contractor proves that both significant time and effort was necessary to clean the line, (i.e. time required to clean and inspect the line must be at least twice the average time required to clean and inspect other sewers of comparable length and diameter.
 - 3. Adequate video proof of 'before' blockage, debris, grit or grease build-up, or other condition is provided.
 - 4. A submerged camera does not justify a need for heavy cleaning; proof that submergence was due to a blockage or heavy debris and not a sag in the line will be required.
 - 5. Heavy Cleaning will be paid for on a lineal foot basis only for length required to be cleaned, i.e., from downstream manhole to approximate location of heavy cleaning. This may or may not include entire pipe section, unless otherwise approved by Owner.
 - 6. Use of a rotar to grind down an intruding tap does not justify payment for heavy cleaning in addition to payment for removal of an intruding tap.
- D. Pipes that contain excessive blockages must be reported to Owner immediately.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit a safety plan prior to performing any on-site work that includes the following as a minimum:
 - 1. Confined Space Entry.
 - 2. Personal Protective Equipment.
- B. Qualifications Statements:
 - 1. Contractor shall have a minimum of five years' experience in sewer line and underground structure cleaning. Submit a list of at least three customers who have had similar work



complete. Furnish trained and qualified technicians with proper experience operating equipment that is being used on this project.

1.6 CLOSEOUT SUBMITTALS

A. Submit one complete set of documentation regarding inspections and work performed. Based on work scope, submit written reports, photographs and External Hard Drives that incorporate color video and data per Section 330130.16 "TV Inspection of Sewer Pipelines".

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall be solely responsible for his means and methods of sewer cleaning. Selection of cleaning equipment and the method for cleaning shall be based on the condition and/or pipe material of the sewer segment at the time work commences and shall comply with this Specification. FLUSHING OF ANY SANITARY SEWER TO FACILITATE CLEANING ACTIVITIES WITHOUT THE CAPTURE OF SOLIDS AND DEBRIS IS EXPRESSLY PROHIBITED.
- B. Sewer line walls shall be cleaned adequately to provide for a camera used during the CCTV phase to discern structural defects, misalignment, and infiltration/inflow sources, and to the extent required for proper installation of cured-in-place pipe liner.
- C. Start the cleaning operation with the upstream sewers in the system and proceed downstream with the direction of flow.
- D. Clean all contributing upstream sewers before proceeding with cleaning downstream sewers.
- E. Under NO circumstances will the Contractor be allowed to obtain water from any water bodies, unless they receive written permission from RIDEM and notify the City in writing prior to work.
- F. The Contractor shall be required to obtain formal authorization from Providence Water when the supply of water is from local fire hydrants. Water supplied from fire hydrants or other sources shall be at the expense of the Contractor and shall include all requirements related to obtaining water, and installation of a meter and backflow preventer, if required. The Contractor is responsible for any damages resulting from the improper use of the water supply system. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided. The Contractor shall make every effort to conserve and not use water unnecessarily.
- G. Transport all debris to at an approved facility, in accordance with all applicable local, state, and federal rules and regulations. Contractor to pay for disposal of all debris and shall be compensated in accordance with the Price and Payment Section.



- H. Remove debris, roots, intruding services, deposits, and other blockages as necessary to perform a thorough television inspection of sewer. If pipe condition is such that cleaning may cause a potential collapse, contact Owner to prior to cleaning.
- I. Root Removal (as applicable): Roots shall be removed in the sewer sections and manholes where root intrusion is a problem. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Procedures may include the use of equipment such as high-velocity jet cleaners with specialty nozzles.

3.2 PREPARATION

- A. Select, based on pre-construction CCTV inspection, cleaning equipment to address conditions of manhole and sewer lines at the time the work commences to adequately remove dirt, grease, rocks, sand, and other materials and obstructions from sewer lines and manholes to allow performance of other work. The equipment and methods selected shall be acceptable to the Owner; however, acceptance of proposed method of cleaning does not relieve the Contractor of his responsibility to adequately clean the pipe to allow performance of other work.
 - 1. Preliminary Cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (up to and including six (6) passes) equipment, brushes and swabs.
 - 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than 6 passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.
- C. Equipment used shall be capable of removing scale, tuberculation, and mineral deposits.
- D. Take satisfactory precautions to protect sewer lines from damage that might be caused by improper use of cleaning equipment. Whenever using hydraulically propelled cleaning tools that depend upon water pressure to provide their cleaning force, or any tools that retard flow of water in sewer line, take precautions to ensure that water does not cause damage or flooding to public or private property.
- E. Sewers damaged as a result of the Contractor's improper operations shall be promptly repaired by the Contractor at no cost to the City. The Contractor shall immediately notify the City of any damages to the sewer system regardless of fault.
- F. Any damage caused to public or private property as a result of such cleaning and preparation operations shall be restored to pre-existing conditions by the Contractor in a timely manner and at no additional costs to the City.
- G. No fire hydrant shall be obstructed in case of a fire in area served by hydrant.
- H. Remove water meters, piping, and related equipment from fire hydrants at end of each workday.



EQUIPMENT

- A. Hydraulic Sewer Cleaning Equipment:
 - 1. Equipment: movable dam type constructed so that a portion of the dam may be collapsed at any time during cleaning operation to protect against flooding of sewer.
 - a. Movable dam shall be same diameter as pipe being cleaned and shall provide flexible scraper around outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed instantly are used, take special precautions against flooding of sewers and public or private property.
- B. High Velocity Jet (Hydrocleaning) Equipment:
 - 1. Have a minimum of 500 feet of high-pressure hose.
 - 2. Have a selection of two or more velocity nozzles that can produce a scouring action from 15 to 45 degrees in all size lines to be cleaned. Also include a high velocity gun for washing and scouring manhole walls and floor.
 - 3. Be capable of producing a minimum of 80 gallons per minute flows from a fine spray to a long-distance solid stream and delivering up to 1000 psi. Be able to carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. Locate controls so equipment can be operated above ground. Select flowrates and pressures as required for each size of sewer, type of debris, and amount of debris, and as recommended by nozzle manufacturers.
 - 4. Have a water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
 - 5. Have root cutting blades that are hydraulically spun.
- C. Mechanical Cleaning Equipment:
 - 1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe shall not be acceptable.
 - 2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750 feet of rod. Rod shall be specifically treated steel. To ensure safe operation, machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

3.4 SAFETY

- A. Contractor shall be solely responsible for safety during the performance of all Work. Contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them using cleaning equipment. Any damage inflicted upon a sewer segment or other public or private property as a result of the Contractor's cleaning operations, regardless of the cleaning method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by the Contractor at his sole expense.
- B. Contractor shall not enter any sewer segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated by Contractor and/or Owner. Contractor shall perform all work in accordance with the latest OSHA confined space entry regulations. Contractor shall coordinate his work with local fire, police, and emergency rescue units. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer segment are



used, precautions shall be taken by Contractor to ensure that the water pressure utilized does not result in any damage or flooding to public or private property being served by the sewer segment(s) involved.

3.5 APPLICATION

- A. All grit, sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted. In the event that grit, sludge, dirt, sand, rocks, grease and other solid or semisolid material or debris resulting from the cleaning operations are observed and/or detected by Owner as passing to downstream sewer segment(s), Contractor shall be responsible for cleaning such downstream sewer segment(s) at no additional cost to Owner.
- B. Provide appropriate screening to stop passing of materials into downstream sewers. Grit, Su\dge, dirt, sand, rocks, grease, and other solid or semisolid residue, debris, and material resulting from cleaning operations shall be removed at downstream manhole of section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- C. Remove debris, residue, and other materials resulting from cleaning operations from site at end of each workday and shall be disposed of in an approved and lawful manner. Under no circumstances will accumulation of debris, residue, and other matter be permitted on site beyond stated time. The Contractor shall transport all debris to an approved facility, in accordance with all applicable local, state, and federal rules and regulations. All disposal fees shall be paid by the Contractor and shall be reimbursed in accordance with the Price and Payment Section.
- D. Continuously remove debris from the downstream manhole during sewer cleaning. Do not allow debris to be passed into the downstream sewer.
- E. Decant excess cleaning water and direct it to the sewer downstream of the sewer being cleaned.
- F. Flushing of sanitary sewers to facilitate cleaning activities without the capture of solids and debris is expressly prohibited.
- G. Retrieval of equipment lodged in pipes, or a wet well is Contractor's responsibility and shall be performed at Contractor's expense.
- H. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary or combined sewer manholes, or otherwise improperly disposed. If sewage is unintentionally spilled, discharged, leaked or other deposited in the open environment, Contractor shall be responsible for any clean-up and disinfection of the affected area. Contractor shall comply with all local, State and Federal regulatory requirements regarding spills.
- I. The Contractor shall keep his haul route and work area(s) neat and clean and reasonably free of odor and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this Contract and in accordance with applicable law and regulations. The Contractor shall immediately clean up any such spill or waste material release.



use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard flow in sewer line are used, precautions shall be taken to ensure that water pressure created does not damage or cause flooding of public or private property being served by sewer. When possible, flow of sewage in sewer shall be utilized to provide necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, water shall be conserved and not used unnecessarily.

- K. No sewer cleaning shall take place in a particular sewer segment until upstream pipe segments have been cleaned. If cleaning is done in a downstream pipe segment to facilitate overall cleaning operations, segment shall be re-cleaned at no additional cost to Owner, after pipes upstream of that segment have been cleaned.
- L. Sewer line walls shall be cleaned adequately to provide for proper operation of joint testing and sealing equipment or internal inspection to discern structural defects, misalignment, and infiltration/inflow sources. Cleaning shall be performed immediately prior to joint testing and sealing and internal inspection to preclude build-up of debris from infiltration/inflow sources and discharges from upstream pipeline sections.
- M. Designated sewer manhole sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. If cleaning of an entire section cannot be successfully performed from one manhole, equipment shall be set up on other manhole and cleaning again attempted. No additional payment allowance shall be made for reverse set-ups. If, again, successful cleaning cannot be performed or equipment fails to traverse entire manhole section, it will be assumed that a major blockage exists, and cleaning effort shall be repeated with other types of equipment. Immediately report any blockages to Owner.
- N. Determine the location of major blockage(s) by measuring length of hose or rod inserted from manholes at each end and immediately report location of blockage(s) to Owner. Contractor shall note these conditions in its field log.
- O. Contractor shall recognize that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where damage could result if cleaning were attempted or continued. Owner shall be immediately notified by Contractor of all conditions which in the opinion of Contractor warrant termination of cleaning activities. If Contractor's cleaning equipment becomes lodged in a sewer, it shall be removed by Contractor at his expense. This shall include excavation and repair of the sewer, underground utilities, backfilling, and surface restoration.
- P. Water for sewer cleaning shall be purchased and obtained at locations in accordance with utility owner. If water is obtained from a potable supply, provide appropriate backflow prevention devices as required by authority having jurisdiction to protect potable system from cross connections and contamination. Prevent cross contamination of any public or private water systems used for this purpose.

3.6 FIELD QUALITY CONTROL

A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be re-cleaned and re-inspected until the cleaning is shown to be satisfactory at no additional cost to the Owner. In areas where television inspection is not performed, a double squeegee (with each



squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.

- B. If internal joint testing and sealing is to follow cleaning, give particular attention to adequacy of cleaning to ensure that proper seating of sealing packer can be achieved.
- C. Inspection of cleaning operations will be made on a daily basis by the Owner.
- 3.7 FINAL CLEANING
 - A. Upon cleaning of underground sewer lines or structures, removal debris from finish grade and clean work areas so conditions at conclusion of the work are equal to or better than areas prior to work of this Section.

END OF SECTION 330130.41



SECTION 330513 - MANHOLE STRUCTURES

1.1 GRADE RINGS, BRICKS, MORTAR AND GROUT

- A. Precast Concrete Grade Rings:
 - 1. Reinforced precast concrete according to ASTM C478
 - 2. Lipped male/female joints
 - 3. Gaskets: According to ASTM C923.
 - 4. Grade rings shall withstand a live load of AASHTO HS20.
- B. Clay Brick Units: ASTM C62, Grade SW solid units.
 - 1. The bricks shall be good, sound, hard and uniformly burned, regular and uniform in shape and size, of compact texture and satisfactory to the Owner. Underburned or salmon brick will not be acceptable and only whole brick shall be used unless otherwise permitted. In case bricks are rejected by the Owner, they shall be immediately removed from the site of the work and satisfactory bricks substituted therefor.
 - a. Bricks for building up and leveling manhole frames shall conform to ASTM C62
- C. Mortar and Grout:
 - 1. Type S.
 - 2. Mortar used in the brickwork shall be composed of one part Type II Portland cement conforming to ASTM C150 to two parts sand to which a small amount of hydrated lime not to exceed 10 lbs to each bag of cement shall be added

1.2 FRAMES AND COVERS

- A. Manufacturers:
 - 1. Manhole frame and covers shall be East Jordan Iron Works; Mechanics Iron Foundry; Neenah Foundry or equal. The following model numbers refer to East Jordan Iron Works products:
 - Manhole Frame and Cover in Streets 24" Manhole Frame and Cover EJ Product No. 240834B01 as shown in City of Providence Department of Public Work's standard details.
 - 2. Construction: ASTM A48, Class 30B cast iron.
 - 3. Surface: Machined flat bearing.
 - 4. Lid: Removable
 - 5. Cover: See City of Providence Department of Public Work's standard details.
 - 6. Live Load Rating: H-20 loading plus the weight of the soil above at 120 pcf.
 - 7. Sealing gasket as directed by Owner and indicated on City of Providence Department of Public Work's standard details.



1.3 LOCATING, RAISING, RESETTING, AND/OR REPLACING MANHOLE FRAME AND COVER ASSEMBLIES

- A. Where noted on the Drawings or directed by the Owner, the Contractor shall locate and uncover buried manhole frame and covers; remove existing manhole frame and covers; dispose of existing manhole frame and covers, if they are not being reused; and install new or reused manhole frame and covers as directed by the Owner. The Contractor shall repair any damage to the manhole chimney or corbelling caused by the removal of the existing manhole frame at no additional cost to the Owner.
- B. Existing frames and covers to be reused shall be thoroughly cleaned before re-installation.
- C. When re-setting existing frames and covers, Contractor shall apply preformed flexible joint sealant Kent Seal No. 2 by Hamilton-Kent or Ram-Nek by K.T. Snyder Company or approved equal.
- D. The Contractor shall install new or reused frames so that the tops of the covers are at the required grade. The Contractor shall use precast concrete grade rings to set the manhole frame and cover to the finished grade. Precast concrete grade rings shall be set in a bed of butyl mastic sealant as per manufacturer's recommendations.

1.4 FIELD QUALITY CONTROL

- A. Test concrete manhole and structure sections according to ASTM C497.
- B. Vertical Adjustment of Existing Manholes:
 - 1. If required, adjust top elevation of existing manholes to finished grades as directed by Owner.
 - 2. Reset existing frames, grates, and covers that were carefully removed and cleaned of mortar fragments to required elevation according to requirements specified for installation of castings.
 - 3. When removal of existing concrete wall is required, remove concrete without damaging existing vertical reinforcing bars, clean concrete from vertical bars, and bend into new concrete top slab or splice to required vertical reinforcement.
 - 4. Clean and apply sand-cement bonding compound on existing concrete surfaces to receive cast-in-place concrete as specified.
- C. Leakage Tests:
 - 1. Performed on every manhole with Owner observing.
 - 2. Preparation:
 - a. Prior to placing the shelf and invert, and pointing the horizontal joints, fill all lifting holes within 6 feet of ground surface with approved non-shrinking mortar.
 - b. Lower groundwater table as required.
 - c. Plug all pipes and other openings into manhole.
 - 3. Test:
 - a. Fill water to top of cone section.
 - b. Observe for visible water in the excavated area.
 - c. If area around manhole is backfilled or the test is unsatisfactory, repeat the test



allowing for suitable time for absorption of water in the excavated area.

- d. At the end of the absorption period, refill manhole and wait 8 hours.
- e. Refill the cone at the end of 8 hours, measuring the amount required to refill.
- f. Extrapolate to determine 24-hour rate of leakage. Leakage not to exceed 1 gallon per vertical foot in a 24-hour period.
- g. Owner or his representative will perform visual inspection along with the Contractor.
- 4. Repair:
 - a. If leakage is less than 3 gallons per vertical foot per 24 hours, make approved repairs to the manhole and retest, if it is determined the leakage is due to defects in the joints or sections.
 - b. If leakage is 3 gallons or more, then replace the entire manhole, including all joints and sections at the Contractor's expense. Retest the new manhole as described above.
- D. A vacuum test may be substituted for a leakage test as follows:
 - 1. The filling and pointing of exterior joints are not required where the excavation has not been backfilled.
 - 2. Inflate to affect a seal between the vacuum base and the top of the manhole.
 - 3. Connect the vacuum pump to the outlet port with the valve open and a vacuum of 10" Hg (20" of Hg absolute) drawn.
 - 4. Close the valve.
 - 5. The following test criteria shall apply to 4-ft and 5-ft diameter manholes:
 - 6. Allowable drops in pressure:
 - a. Manholes 0 10 ft. deep:
 - 1) drop of 1" Hg over 2 minutes.
 - b. Manholes 10 -15 ft. deep:
 - 1) Drop of 1" Hg over 2-1/2 minutes
 - c. Manholes 15 30 feet:
 - 1) Drop of 1" Hg over 3 minutes
 - 7. If the pressure drop exceeds the acceptable limits, make necessary repairs as approved by the Owner, and:
 - a. Re-test the manhole.
 - b. If the manhole fails to meet the minimum requirements of the vacuum test retest using the leakage test.
 - 8. Upon completion of a successful vacuum test, the interior and exterior joints shall be filled and pointed.

1.5 CLEANING

Clean all raised manholes to be free of silt, debris and foreign matter of any kind, prior to final inspection.



1.6 LOAM AND SEED

- 1. The CONTRACTOR shall perform all excavation to prepare the designated areas to receive a 4-inch-deep loam bed. All loamed areas shall be trimmed and graded to true lines and existing grades. All loamed and seeded areas shall be fine raked and subsequently rolled and tamped.
- 2. All loamed areas shall be free of large stones, brush, roots, stumps, litter, or other foreign material. All seed beds shall be cultivated before seeding and seeding shall not be permitted on any area unless the surface presents a loose friable seed bed.
- 3. Fertilizer shall be commercial grade 10-6-4. Application shall be at a rate of 0.20 lb. per sq. yd. Lime shall consist of a standard commercial product of ground dolomitic limestone intended for agricultural use. Limestone shall be spread evenly and incorporated thoroughly into soil. Application shall be at a rate of 0.5 lb. per sq. yd. Grass seed shall be equal in mixture to Improved U.R.I. No. 2. Application shall be at a rate of 0.05 lbs. per sq. yd.
- 4. Landscape work shall only be performed during acceptable growing seasons, as defined for USDA hardiness zone 6b. The Contractor shall be responsible for the watering of the newly seeded areas to promote satisfactory initial grass growth within the restored grassed areas. Depending on weather conditions multiple waterings may be required as part of the overall grass restoration work.

END OF SECTION 330513



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SECTION 331210 - TEMPORARY BYPASS PUMPING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. Furnishing materials, equipment, and labor required to bypass pump and/or divert wastewater flows from sewers selected for sewer inspection.
- B. The design, installation and operation of temporary bypass pumping systems shall be the Contractor's responsibility. Provide the services of a professional bypass company who can demonstrate to the Owner that the company specializes in the design and operation of temporary bypass pumping systems. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- C. Maintain temporary bypass pumping systems so that they are completely functional throughout the required period of service.
- D. Following the required period of service, remove temporary bypass pumping systems from site.
- E. Provide all maintenance including manufacturer recommended preventive maintenance and oncall repair services. Provide repair services and/or replacement equipment 24 hours per day, seven days per week within 4 hours of being called.

F. Under no circumstances may sewage flows be bypassed to a Narragansett Bay Commission (NBC) owned structure without their expressed authorization and approval.

1.3 ACTION SUBMITTALS

- 1. Evidence of the qualifications of the entity performing bypass operations specified in this Section
- 2. BYPASS PUMPING PLAN: Prior to starting any construction on site, submit detailed plans and descriptions outlining all provisions and precautions regarding the handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, capacities of equipment, materials and all other incidental items necessary and/or required to protect the facilities, including protection of the manholes from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents
- 3. Detailed plans and sections showing the proposed pumping system layout including dimensions and elevations. Plan shall include but not be limited to the following:
 - a. Staging area and access requirements for all pumps.
 - b. Number, size, material, location and method of installation of suction piping.



- c. Number, size, material, location and method of installation of discharge piping.
- d. Sewer plugging method and types of plugs.
- e. Safety enclosures/fencing for pumping equipment and piping, suction manholes and discharge manholes.
- f. Standby power generator size, location (if required).
- g. Method of protecting discharge manholes or existing structures from erosion, damage and overflow. Method for bulkheading downstream sewers to prevent flow from backing up into the work area.
- h. Emergency response plan for cleaning up leakage from bypass piping or spills from pumping equipment including fuel, hydraulic oil or lubricants.
- i. Details of driveway and street crossings, and if Contractor will temporarily bury piping or use Owner approved road ramps.
- j. Certification from a Professional Engineer that the pumping system has been designed to meet specification requirements and will perform as intended.
- k. Safety measures regarding fueling of equipment shall be implemented during life of the project.
- 1. Method and procedures for removing bypass and restoring the area.
- m. Pump size, capacity, number of units, diesel engine specifications, fuel tank capacity, fuel consumption requirements, and method of refueling.
- n. Calculations of static lift, pipe size selection, friction losses, flow velocity and pump selection.
- o. Pump curves showing pump operating range.
- p. Proposed method of freeze protection.
- q. Proposed method of noise control for each pump.
- r. Temporary pipe supports, anchorage, cover material and other accessories as required to stabilize the piping system.
- s. Installation schedule and maintenance schedule.
- t. Vendor phone number and pager number for 24-hour service.
- u. A minimum of five reference installations of projects with similar size in wastewater pumping applications. Include contact names and phone numbers.
- v. List of recommended spare parts to be stored on-site for emergency maintenance.
- 4. Provide information on the vendor's service staff capabilities and replacement parts inventory to show that the vendor has sufficient resources to provide emergency service and replacement equipment and/or parts to the site within 4 hours of a service call.
- 5. A description of system operation and controls. Include a list of all alarm conditions and procedures for correcting problems including equipment replacement.
- 6. A plan of operations for inclement weather including snow storms. The plan shall demonstrate the ability to maintain pumping system operations throughout inclement weather events.
- 7. Public Notifications: Provide 48 hour notice prior to the assessment of any pipe segment, distribute door-to-door a door hanger, approved by the Owner, describing the work to be performed to notify the owner of every property, including residences and businesses, that may be affected. Include necessary information on bypass pumping such as how long residents may be unable to utilize the sewer. Door hangers shall be double-sided with the notification information in the English language on one side and in the Spanish language on the reverse side. Affected properties shall include, but not be limed to, properties on which:
 - a. A sewer to be accessed is located.
 - b. A manhole for accessing a sewer to assessed is located.
 - c. An existing sewer easement that could be used to access the sewer is located.
 - d. A temporary right-of-entry agreement with the property owner and the contractor

Temporary Bypass Pumping Systems



for accessing a sewer or manhole on the property.



e. An existing sewer lateral serving the property directly connects to a sewer to be assessed or manhole to be accessed for the sewer assessment.

1.4 QUALITY ASSURANCE

- A. Employ the services of a vendor who can demonstrate five years of recent and continuous specialization in the design, installation, operation and removal of temporary bypass pumping systems in wastewater applications. The complete system shall be furnished from a single vendor who shall be capable of providing service staff, repair parts and replacement of any deficient system component within four hours of a service call, 24-hours per day, seven days per week.
- B. Provide the services of the manufacturer's representative for physical checkout field testing and operation and maintenance instruction for a minimum of one person day per pumping system. See requirements in PART 3.
- C. Provide the services of the manufacturer's representative or designated alternative, who shall be contactable 24-hours per day via telephone or pager and shall be available to be on site within four hours of being contacted at no additional cost to the Owner.
- D. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- E. The bypass system including all pumps, pipe, hose, valves and fittings shall be provided by one bypass entity.
- F. All hydraulic calculations and drawings required by the submittals shall be provided by the bypass entity and stamped by a Professional Engineer registered in the State of Rhode Island.
- G. Each temporary pumping, piping and diversion system shall be tested and placed in service before the work may begin.
 - 1. Prior to the diversion of any flow via plug/stop-log/pumping to any other pipeline, the Contractor shall contact the Owner 72-hours in advance and any adjacent property owners 72-hours in advance.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Furnish pumping units and all accessories from a single vendor. Each temporary bypass pumping system shall be complete including pumps, drives, piping, piping headers, valves, flow meter, controls and appurtenances as required for a complete system.
- B. The pumps, drives and controls shall be designed and built for 24-hour continuous service at any and all points within the required range of operation, without overheating, without cavitation, and without excessive vibration or strain. All parts shall be so designed and proportioned as to have the strength, stability and stiffness and be constructed to meet the specified requirements. Methods shall be provided for inspection, repairs, and adjustment.



- C. All necessary foundation bolts, nuts, and washers shall be furnished.
- D. Each piece of equipment shall be furnished with a nameplate (with embossed data) securely mounted to the body of the equipment. As a minimum, the nameplate for the pumps shall include the manufacturer's name and model number, serial number, rated flow capacity, head, speed and all other pertinent data. As a minimum, nameplates for drives shall include the manufacturer's name and model number, serial number, speed, input voltage, amps, number of cycles and power and service factors.
- E. Bypass pumping system pumps/generators shall be housed in sound attenuated enclosures with critically silenced mufflers. Limit noise to 69 dBA or lower at 30 feet.
- F. All equipment shall be suitable for outdoor operation under adverse weather conditions. Provide protection from freezing as required to maintain system operation.
- G. Pumping system control panels shall be NEMA 4 and include flow indication, a flow totalizer, indicator lamps showing which pumps are operating, selector switch for auto or manual start and stop for each pump and visual and audible alarms for indication of operation failure and alarm conditions.

2.2 PERFORMANCE REQUIREMENTS

- A. Capacities and Characteristics:
 - 1. Pumps shall be identical in every respect with all parts interchangeable.
 - 2. Each pump shall be designed for the conditions of service. All pumps shall have a rising head capacity curve for stable pump operation from the minimum head operating point to the shut-off head.

a.	Service:	Temporary Bypass Pumping
b.	Number of pumps:	As required by the Application
c.	Liquid:	Raw Wastewater
d.	Design capacity total peak (gpm):	As required by the Application
e.	Type of drive	Diesel engine or Electric

3. The by-pass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rain event. As a minimum, the bypass system shall have a capacity equivalent to the flowing-full capacity of the largest sewer to be rehabilitated as part of this project. The bypass system shall be of sufficient capacity to handle these flows or the Contractor must stop work immediately during a rain event. The Contractor should make every effort to schedule work during dry weather conditions to avoid the need to bypass wet weather flows If the sewer is part of the combined system the line shall not be inspected if rain is forecasted.

Full Flow Pipe Capacity				
Pipe Size	Minimum Slope	Manning's n	Full Pipe Flow	
(in.)	(ft/ft)	(ft)	(MGD)	
8	0.0040	0.013	0.50	
10	0.0028	0.013	0.75	



12	0.0022	0.013	1.08
15	0.0015	0.013	1.92
18	0.0012	0.013	2.15
24	0.0008	0.013	4.14

- 4. Pumping System Components:
 - a. All pumps shall be centrifugal, end suction, fully automatic self-priming units that do not require the use of foot-valves, vacuum pumps, diaphragm pumps, or isolation valves or float apparatus in the priming system.
 - b. Pump seals shall be high pressure, mechanical self-adjusting type with solid carbide faces capable of withstanding suction pressures to 100 psi without the pump running. The mechanical seal shall be cooled and lubricated in an oil bath reservoir, requiring no maintenance or adjustment. The oil bath reservoir shall not come in contact with or leak into the pumped water. Each pump shall be capable of running dry, with no damage for extended periods of time. All pump seal metal parts shall be stainless steel. All elastomers shall be Viton.
 - c. Each pump shall be driven by a diesel engine or electric motor. Diesel engine shall be water cooled. If the Contractor uses electric motor driven pumps, power costs are the responsibility of the Contractor.
 - d. If using diesel driven pumps, each pump and diesel engine shall be skid mounted with integral fuel tank and skid lifting bracket.
 - e. Provide automatic start/stop controls for the pumping system to automatically maintain system flow. Controls shall be contained in a local control panel with provision to manually operate each pump, provide indication of pump operation, and indicate the total flow being pumped.
 - f. Provide all required suction and discharge pipe and fittings, discharge manifold pipe and fittings, shutoff valves, check valves, flow meter, pressure regulating valves, insulation, freeze protection, and all required accessories. All pipe and fittings shall be high density polyethylene pipe with fused joints. All joints must be 100 percent restrained. Suction piping shall be rated for 25-in Hg vacuum. Discharge piping, fittings, connections, valves, and other discharge piping accessories shall be rated for a minimum working pressure of 150 psi.
 - g. Pumps shall not be connected by a common suction manifold. The use of PVC or steel pipe with couplings will not be accepted. All pipe or hose will be rated for 25-inch Hg vacuum.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Wet Weather Preparedness/Emergency Plan: Develop plan prior to initiating bypass flow operations. Plan to include but not limited to:
 - 1. Communications plan identifying key Contractor and Owner personnel to be contacted in case of emergency.



- 2. Tracking of weather forecasts to identify potential rain events that could substantially increase flows. Contractor shall not setup bypass plugs and pumps if substantial rain events are anticipated for the duration of the bypass system being active.
- 3. Observations/reporting of sewer flow elevations.
- 4. Ongoing plan identifying actions to be taken if the bypass system must be taken offline.
- 5. Additional spare parts for pumps and backup equipment not on site available on short notice.
- 6. Identification of sewer lines that are receive sewage flow and stormwater flow in order to avoid lining combined pipes during upcoming rain events.

3.2 INSTALLATION

- A. Installation shall be in accordance with the system supplier's recommendations and approved shop drawing submittals.
- B. Install pumping units on a firm level surface.
- C. Furnish the services of the pump system supplier's representative for a minimum of one day per temporary bypass system to assist equipment installation and physical checkout.
- D. Plugging or blocking of sewer flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed, it is to be removed in a manner that permits sewer flow to slowly return to normal without surge, to prevent surcharging downstream. Plugging or bulkheading downstream sewers shall also be performed where necessary to prevent sewage flow from backing up into the work area.
- E. Air vents / air release valves on the bypass piping shall be configured to prevent any wastewater discharge.
- F. When working inside manholes or sewer lines, the Contractor shall comply with OSHA requirements, with the exception that a depth of 4-ft defines a confined space, in lieu of 5-ft, when working in the presence of sewer gases, combustible or oxygen-deficient atmosphere, and confined spaces.
- G. Absorbent mats and booms shall be installed around the flow bypass pump locations.
- H. Odor control mitigation measures shall be taken to prevent release of odors from the suction and discharge manhole and temporary flow diversion system. A minimum 2-inch thick plywood collar with foam rubber seal shall be placed around the suction hose(s) and discharge pipe(s) to prevent odors from escaping from the manholes.
- I. Safety enclosures/fencing or barriers shall be provided at pumping equipment, suction and discharge manholes.
- J. Bypass pumping piping shall be located off streets and sidewalks in gutters, at the back edges of sidewalks or on shoulders of the roads. When the bypass piping crosses streets and driveways, the pipe provided must have adequate strength to withstand traffic loading. Lay bypass piping in a shallow trench in roadway easements covered with temporary surfacing or place the bypass pipelines in bump ramps approved by the Owner. Contractor shall ensure that the transition for bump ramps do not cause any damage to passing vehicles.



K. Provide lighting and barriers for pedestrian and vehicular safety.

3.3 FIELD QUALITY CONTROL

- A. Provide field in accordance with the approved shop drawing submittal. Field tests shall demonstrate conformance with system requirements.
- B. Test.
 - 1. Perform leakage and pressure testing of the bypass pumping discharge piping before it is used for bypass sewerage pumping.
 - a. Pressure Test
 - 1) Perform successful hydrostatic testing of temporary bypass piping system using clean water at a pressure equal to 1.2 times the highest expected system operating pressure for a minimum of 15 minutes while maintaining test pressure within 3.0 psi of required test pressure.
 - 2) Owner or his representative will witness hydrostatic tests.
 - 3) Hydrostatic test criteria for acceptance: No leakage.
 - b. Leakage Test
 - 1) The leakage test shall be conducted concurrently with the pressure test.
 - 2) All exposed piping shall be examined during the test. If any leaks, defective material or joints are detected, they shall be repaired or replaced, and the test shall be repeated at no additional cost to the Owner prior to renewing use for bypass sewerage pumping.
 - 3) No leakage of any kind will be permitted.
 - 4) At the completion of the test, the pressure shall be released at the furthermost point from the point of application.
 - 2. The Contractor shall require that field testing be conducted by the pump system supplier's representative in the presence of the Owner or his representative. Furnish the services of the pump system supplier's representative for a minimum of one day per temporary bypass system to conduct required testing.
- C. Remove and replace any system component that fails to perform in accordance with specified requirements.
- D. Physically inspect bypass pumping systems on at least an hourly basis during operation to determine that the systems are working correctly.
- E. All leakage from flow bypass piping shall be immediately reported to the onsite inspector and the City of Providence. Spills shall be eliminated and cleaned up at no additional cost to the Owner.



3.4 SYSTEM OPERATION

- A. Perform all required maintenance on the equipment to maintain the system integrity and capacity as specified.
- B. Provide clean-up and disposal of contaminated material and reporting for all product spills.
- C. Maintain flow around the work area to prevent surcharging of and damage to pipes, protect public and private property from damage and flooding, wetlands and other natural resources.
- D. Coordinate location of bypass piping with Owner, City of Providence, property owners and others, as required and in compliance with all permits and established agreements.

3.5 EQUIPMENT REMOVAL

- A. At the completion of the period of service, disconnect all temporary piping and remove all system components from the site. Restore the work site to its original condition.
- B. Flush out pump and all piping with potable water prior to disassembling system. Sewage and related debris shall not be released onto surface features.
- C. Contractor shall get potable water from hydrant using a backflow preventer with meter.

END OF SECTION 331210



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APPENDIX D:

CONSTRUCTION DETAILS

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CITY OF PROVIDENCE - STANDARD DETAILS

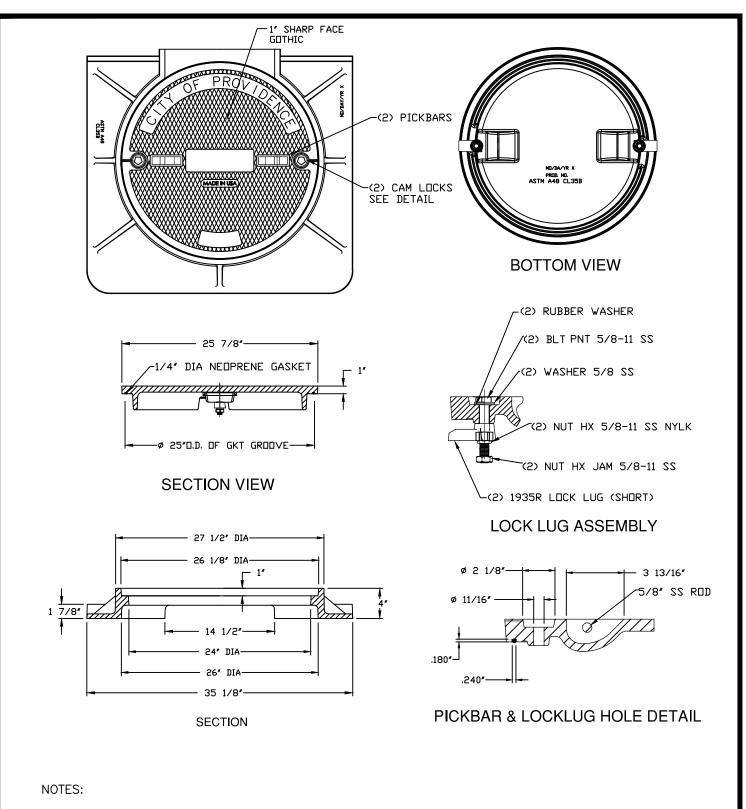
INDEX

<u>Detail No.</u>	Issue Date	<u>Title</u>
6.1.1 P	1/6/17	Sidewalk Manhole Frame and Cover
6.1.2 P	1/6/17	Chute Frame and Cover
6.2.1 P	1/6/17	Heavy Duty Manhole Frame and Cover - 24 Inch
6.2.2 P	1/6/17	Heavy Duty Manhole Frame and Cover - 32 Inch
6.3.0 P	1/6/17	Standard Capacity Grate
6.3.3 P	1/6/17	High Capacity Grate
6.3.4 P	1/6/17	High Capacity Grate and Three Flange Frame
6.3.5 P	1/6/17	High Capacity Grate and Four Flange Frame
6.3.6 P	1/6/17	Rectangular Frame and Grate
7.3.0 P	1/6/17	Granite Curb – Straight and Circular
7.3.3 P	1/6/17	Granite Wheelchair Ramp Transition Curb
7.3.4 P	1/6/17	Granite 2'-0" Radius Curb Return
7.3.5 P	1/6/17	Granite Inlet Stone - 30" Opening
7.3.6 P	1/6/17	Granite Inlet Stone – 24" Opening
7.3.7 P	1/6/17	Granite Apron Stone – 24" Opening
7.3.8 P	1/6/17	Granite Apron Stone – 30" Opening
7.3.9 P	1/6/17	Granite Ramp Stone
7.6.0 P	1/6/17	Curb Setting Detail
43.1.0 P	1/6/17	Cement Concrete Sidewalk
43.1.1 P	1/6/17	Sidewalk Removal Detail
43.3.0	1/6/17	Wheelchair Ramp (RIDOT Standard)

43.3.1	1/6/17	Wheelchair Ramp for Limited Right-of-Way Areas (RIDOT Standard)
43.3.2	1/6/17	Ramp-Landing for Narrow Sidewalk (RIDOT Standard)
48.1.0	1/6/17	Detectable Warning Panel Placement (RIDOT Standard)
43.5.0 P	rev. 10/6/17	Cement Concrete Driveways
60.1.0 P	1/6/17	Temporary Roadway Restoration
60.2.1 P	1/6/17	Permanent Roadway Restoration – Granular Base
60.2.2 P	1/6/17	Permanent Roadway Restoration – Concrete Base
60.2.3 P	8/8/17	Cobblestone Restoration – Granular Base
60.4.0 P	1/6/17	Inlet/Apron Stone Reveal

Details appearing in this document have been adopted as City of Providence Standard. Refer to Rhode Island Department of Transportation (RIDOT) for all other standard details:

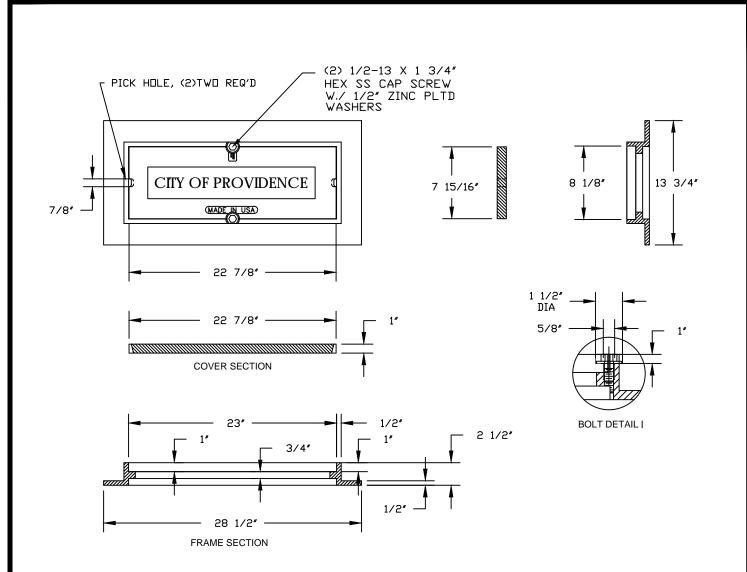
http://www.dot.ri.gov/documents/doingbusiness/RIDOT_Std_Details.pdf



- 1. MATERIALS SHALL CONFORM TO SECTION M.04 OF THE RHODE ISLAND STANDARD SPECIFICATIONS.
- 2. ALL MATERIALS SHALL BE GRAY IRON AND SHALL BE ASTM A48 CERTIFIED.
- 3. SHALL BE EJ PRODUCT 1040081A02 OR APPROVED EQUAL.

SIDEWALK MANHOLE FRAME AND COVER

6.1.1.P PROVIDENCE STANDARD



Notes:

- 1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
- 2. All materials shall be gray iron and shall be ASTM A48 certified.
- 3. Shall be EJ Product 801144B01 or approved equal.

CHUTE FRAME AND COVER



NOTES:

HEAVY DUTY MANHOLE FRAME AND COVER-24 INCH

6.2.1 P PROVIDENCE STANDARD

1/4" DIA.

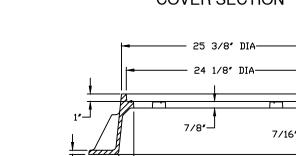
NEOPRENE GASKET

- 22 1/8″ DIA-

26 1/16" DIA

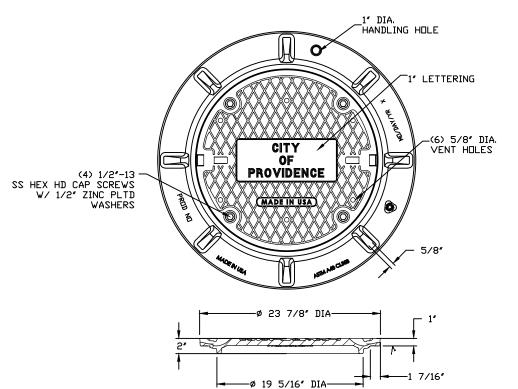
- 34 1/16" DIA-FRAME SECTION

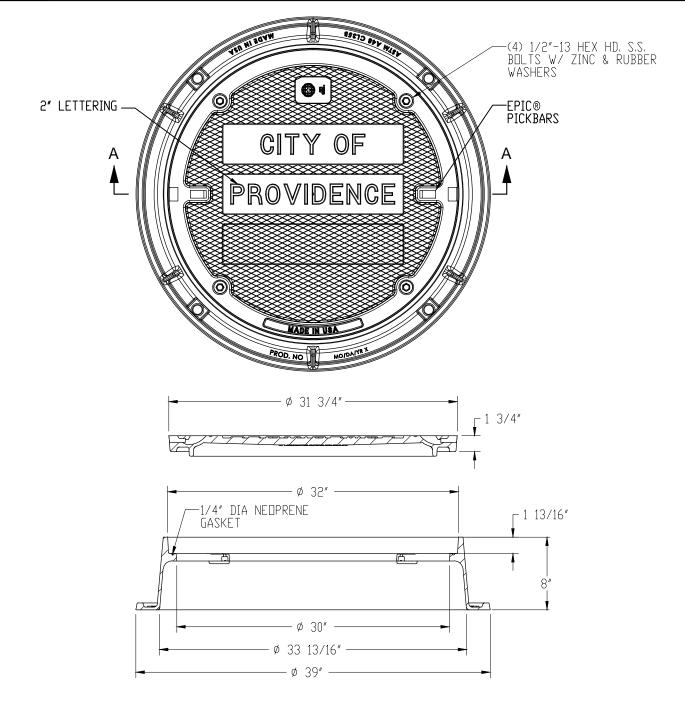
- MATERIALS SHALL CONFORM TO SECTION M.04 OF THE RHODE ISLAND STANDARD SPECIFICATIONS.
 THE MATERIALS SHALL BE GRAY IRON AND SHALL BE ASTM A48 CERTIFIED.
 SHALL BE EJ PRODUCT 240834B01 OR APPROVED EQUAL.



9/16"-







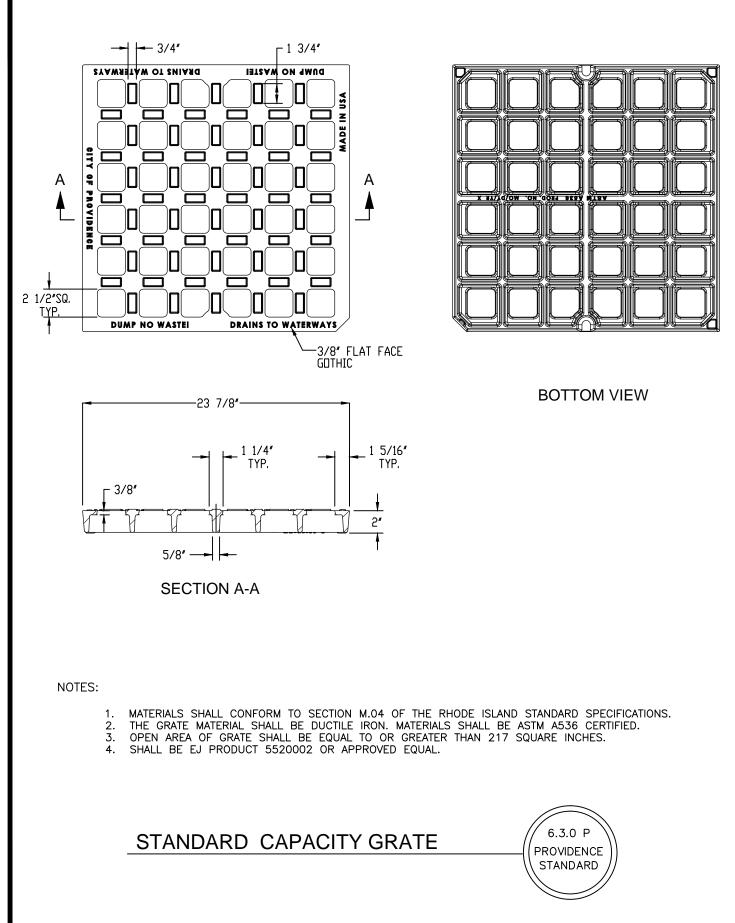


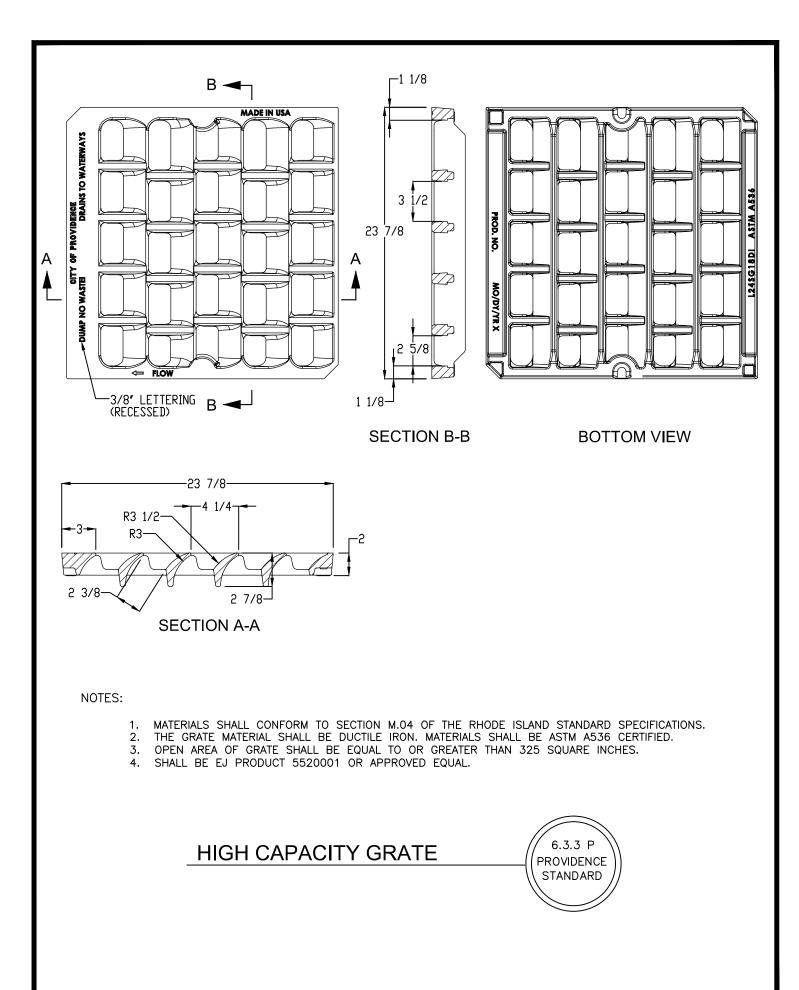
Notes:

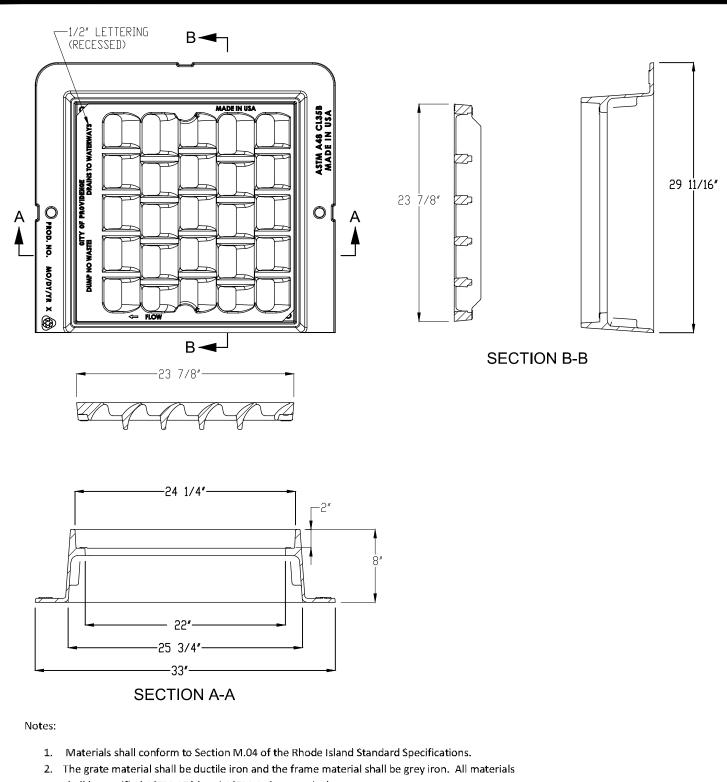
- 1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
- 2. All materials shall be gray iron and shall be ASTM A48 certified.
- 3. Shall be EJ Product 200694W03 or approved equal.

HEAVY DUTY MANHOLE FRAME AND COVER-32 INCH



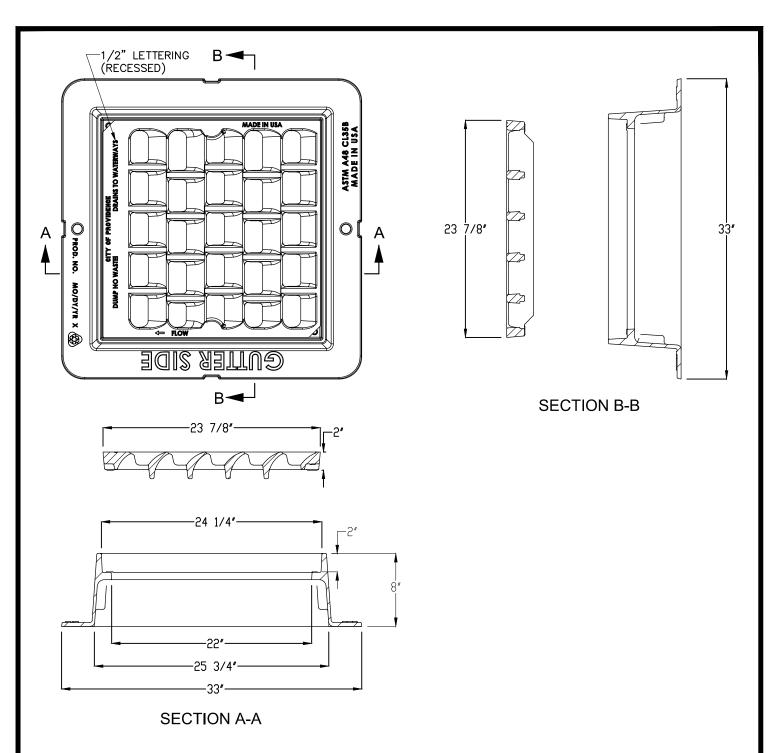






- shall be certified ASTM A536 and ASTM A48 respectively.
- Open area of grate shall be equal to or greater than 325 square inches.
 Shall be EJ Product 5520001C01 or approved equal.
- HIGH CAPACITY GRATE AND THREE FLANGE FRAME

6.3.4 P PROVIDENCE STANDARD

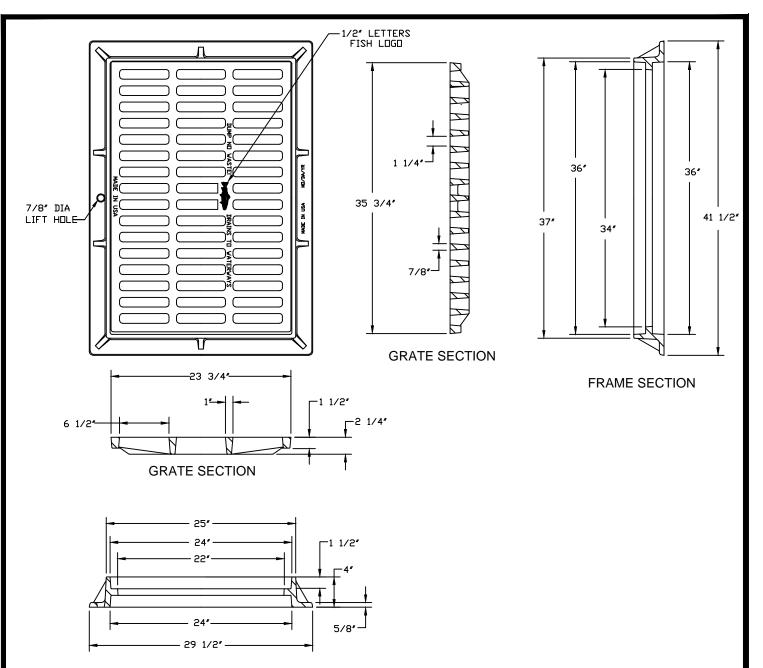


Notes:

- 1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
- The grate material shall be ductile iron and the frame material shall be grey iron. All
 materials shall be certified ASTM A536 and ASTM A48 respectively.
- 3. Open area of grate shall be equal to or greater than 325 square inches.
- 4. Shall be EJ Product 5520001C02 or approved equal.

HIGH CAPACITY GRATE AND FOUR FLANGE FRAME

6.3.5 P PROVIDENCE STANDARD



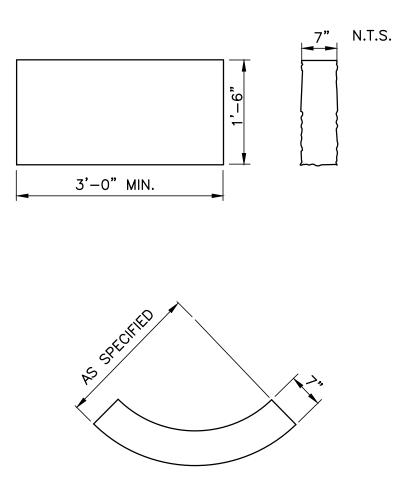
FRAME SECTION

Notes:

- 1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
- 2. All materials shall be gray iron and shall be ASTM A48 certified.
- 3. Open area of grate shall be equal to or greater than 390 square inches.
- 4. Shall be EJ Product 45660040 or approved equal.

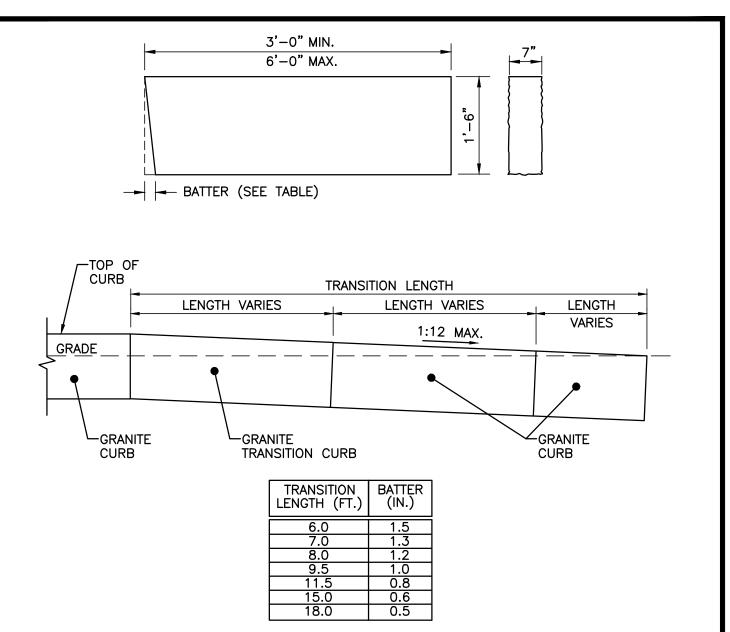
RECTANGULAR FRAME AND GRATE





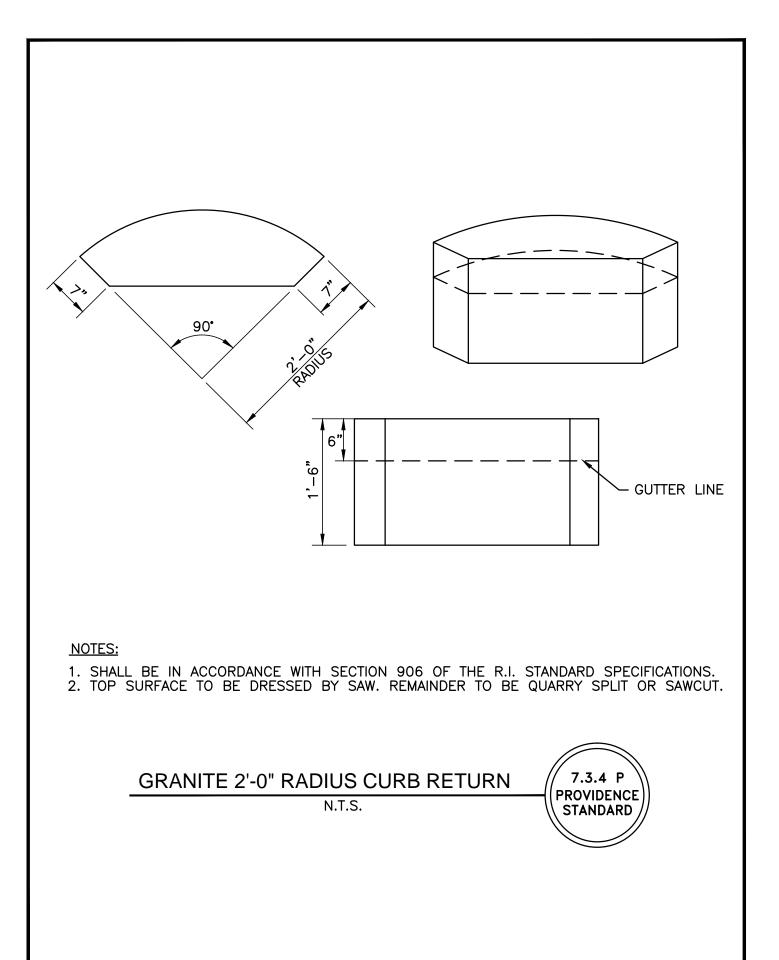
- 1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE RI STANDARD SPECIFICATIONS.
- 2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER TO BE SAWCUT OR QUARRY SPLIT.
- 3. MINIMUM LENGTH OR CIRCULAR PIECES TO BE 3'-0".
- CIRCULAR CURB IS REQUIRED ON CURVES AS INDICATED. STRAIGHT CURB TO BE USED ON CURVES OF MORE THAN 160'-0" RADIUS.
- 5. CURB TO BE SET PER PROVIDENCE CURB SETTING DETAIL.

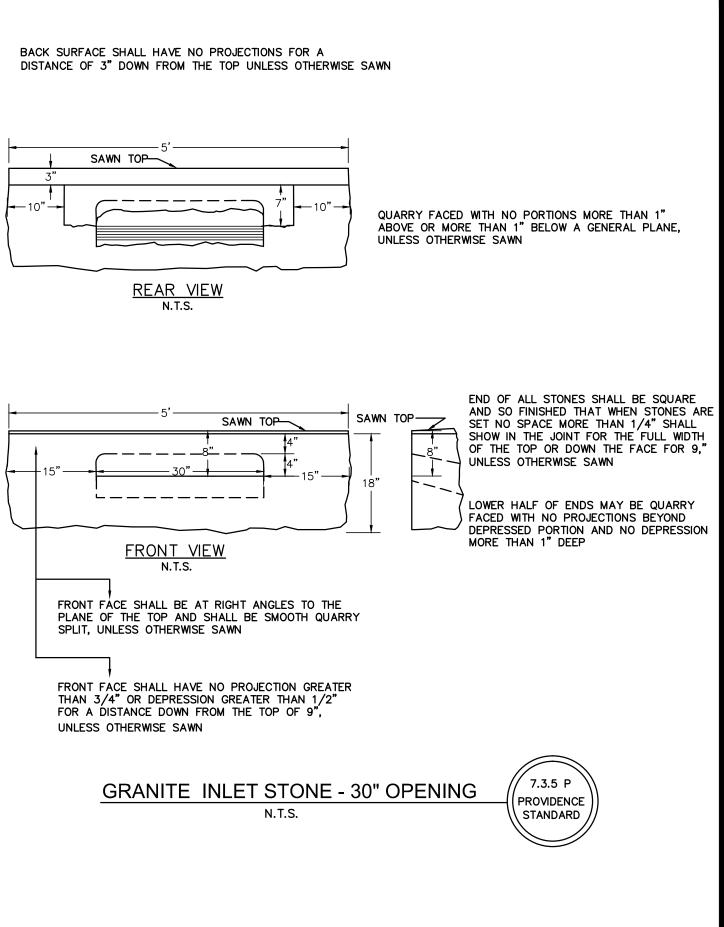


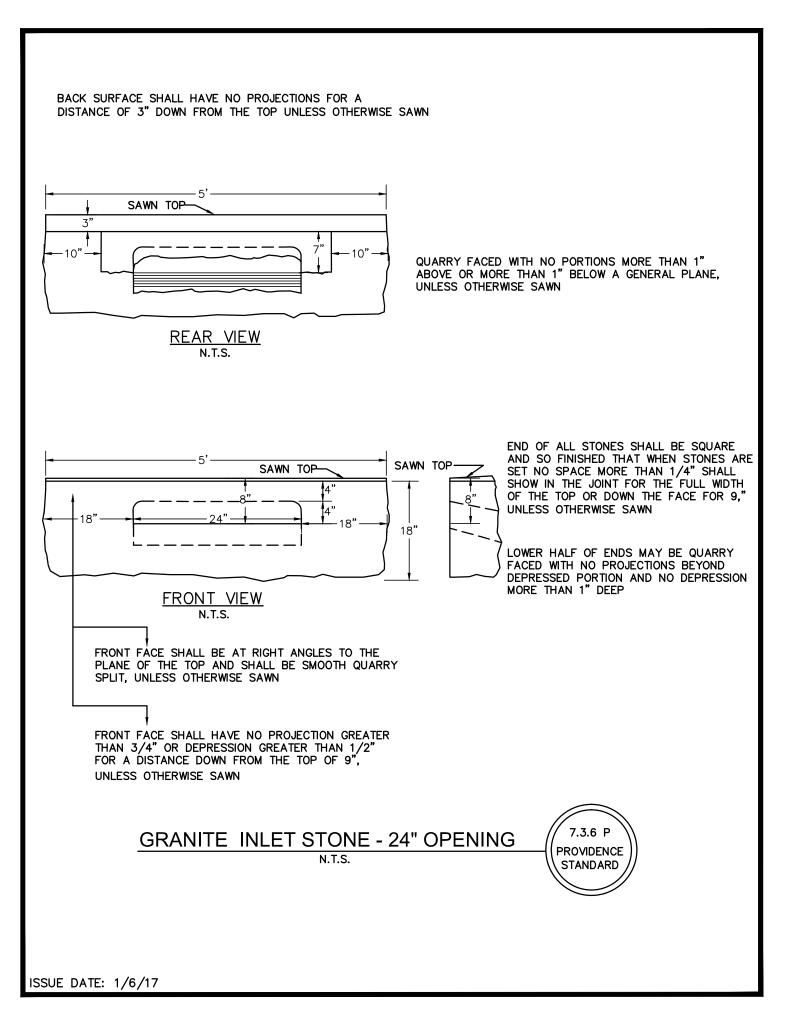


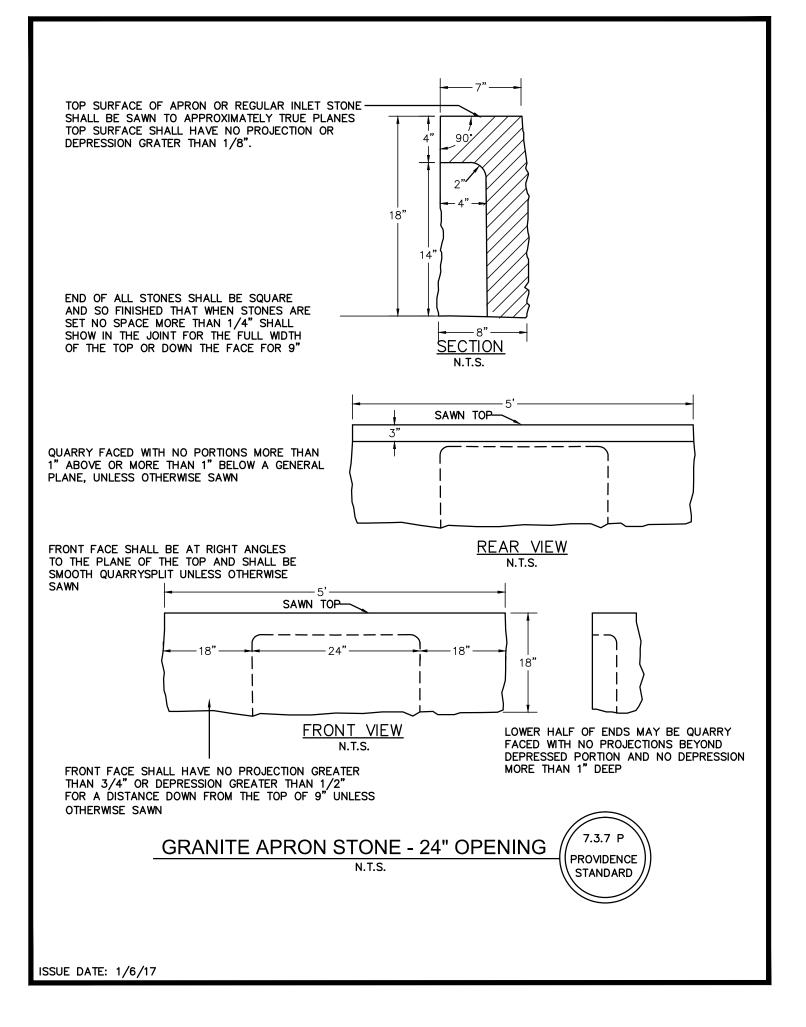
- 1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
- 2. THE CONTRACTOR MAY CUT EXISTING CURB SECTIONS AS REQUIRED TO MEET THIS DETAIL AND THE R.I. STANDARD SPECIFICATIONS, WHERE OLD CURBING IS BEING REUSED.
- 3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR CURB FILLER PIECES TO BE 3'-0"(GREATER LENGTHS PREFERRED).
- 4. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER TO BE SAWCUT OR QUARRY SPLIT.
- 5. CURB TO BE SET PER PROVIDENCE CURB SETTING DETAIL.

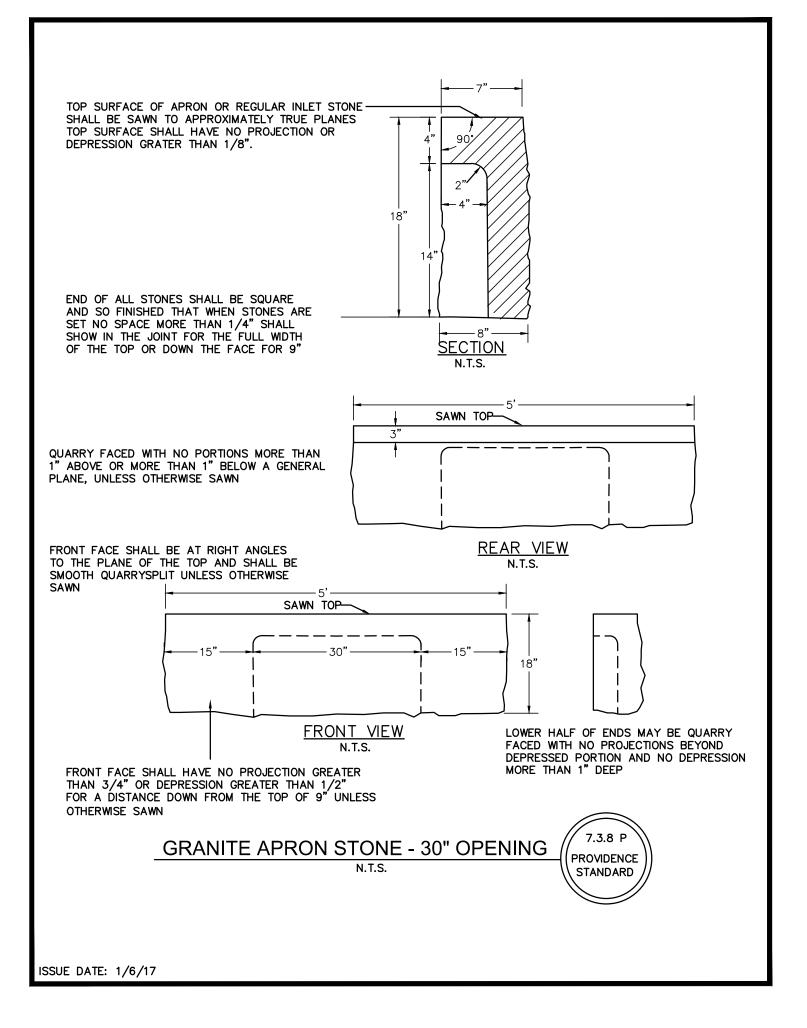
GRANITE WHEELCHAIR RAMP TRANSITION CURB N.T.S.

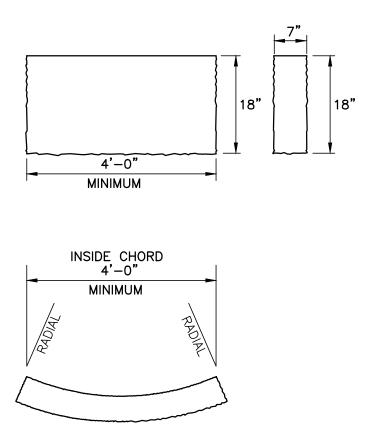




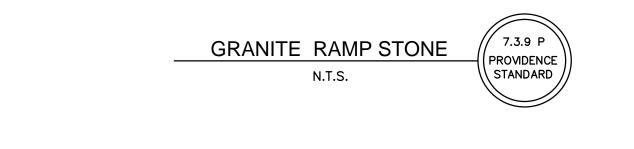


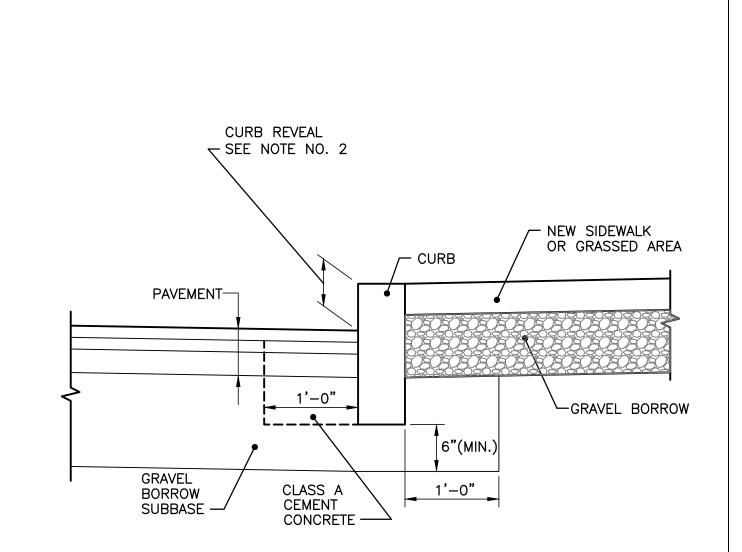






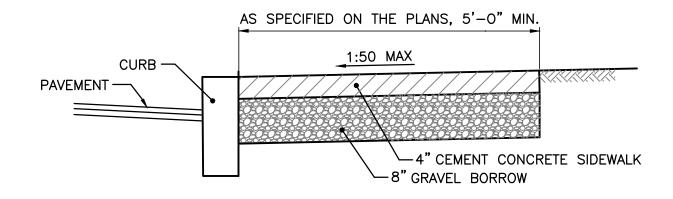
- 1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
- 2. TOP SURFACE TO BE DRESSED BY SAW TO PROVIDE NO-SLIP SURFACE; REMAINDER MAY BE QUARRY SPLIT.
- 3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR CURB FILLER PIECES TO BE 4'-0"
- 4. CIRCULAR RAMP STONE IS REQUIRED ON CURVES AS INDICATED. STRAIGHT RAMP STONE TO BE USED ON CURVES OF MORE THAN 160'-0" RADIUS.
- 5. RAMP STONE SHALL BE SET IN ACCORDANCE WITH PROVIDENCE CURB SETTING STANDARD.



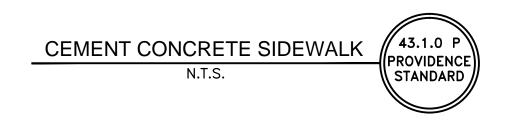


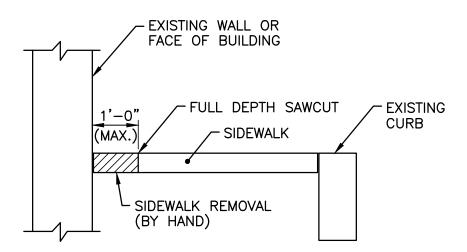
- 1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
- 2. NEW CURBING CONSTRUCTION SHALL BE SET AT A 6 INCH REVEAL OR AS INDICATED ON PLANS OR DIRECTED BY PROVIDENCE DPW. NEW CURBING INSTALLED ADJACENT TO EXISTING CURBING SHALL MATCH THE EXISTING REVEAL OR A MINIMUM OF 4 INCHES, WHICHEVER IS GREATER. IF ADJACENT EXISTING REVEAL IS LESS THAN 4 INCHES, THE FIRST SECTION OF NEW CURB SHALL TRANSITION TO 4" REVEAL,





- 1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
- 2. SEE CURB SETTING DETAIL WHERE APPLICABLE.
- 3. RUNNING SLOPE OF SIDEWALK SHALL NOT EXCEED 8.3% (1:12). TYPICALLY, RUNNING SLOPE SHALL MATCH ROAD SLOPE.
- 4. CROSS SLOPE OF SIDEWALK SHALL NOT EXCEED 2% (1:50).
- 5. SIDEWALK MAY BE SUBJECT TO GRASS STRIP INSTALLATION. CONSULT WITH DPW ENGINEERING
- 6. GRAVEL BORROW BASE SHALL COMPACT TO ACHEIVE SOIL DENSITY VALUES OF 95% MODIFIED PROCTOR DENSITY (AASHTO T180).
- 7. SIDEWALK REPAIRS TWENTY FEET OR LONGER ARE SUBJECT TO REQUIREMENTS HEREIN. SIDEWALK REPAIRS SHORTER THAN TWENTY FEET SHALL MAKE EVERY EFFORT TO MEET REQUIRED SLOPES.
- 8. CONTROLL JOINTS SHALL BE INSTALLED EVERY 5 FEET IN EACH DIRECTION.
- 9. EXPANSION JOINTS SHALL BE INSTALLED EVERY 20 FEET IN EACH DIRECTION AT FOUNDATIONS AND WALLS AND IN A SQUARE PATTERN AROUND MANHOLE COVERS, HYDRANTS, SIGN POSTS AND UTILITY POLES. THE EXPANSION JOINT SHALL BE THE FULL DEPTH OF THE SIDEWALK AND FILLED WITH AN APPROVED TYPE OF PREMOLDED EXPANSION JOINT FILLER.





1. IN AREAS WHERE SIDEWALKS ARE TO BE REMOVED IN FRONT OF EXISTING WALLS OR BUILDINGS, THE CONTRACTOR SHALL SAWCUT ONE(1) FOOT (MAXIMUM) IN FRONT OF THE WALL/BUILDING AND REMOVE THE SIDEWALK STRUCTURE BY HAND.

2. IN THE EVENT THAT THE EXISTING SIDEWALK IS A STRUCTURAL ELEMENT OF THE WALL/BUILDING, THE EXISTING SIDEWALK IN FRONT OF THESE STRUCTURES WILL REMAIN IN-PLACE AND A NEW SIDEWALK CONSTRUCTED TO MATCH THE EXISTING SECTION.

3. ANY DAMAGE TO THE WALL OR BUILDING BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.





Issue Date: 1/6/17 Revised: 6/14/19

PROVIDENCE WHEELCHAIR RAMP STANDARDS

The City of Providence has adopted the Rhode Island Department of Transportation's (RIDOT) wheelchair ramp standards:

43.3.0 – Wheelchair Ramp
43.3.1 – Wheelchair Ramp for Limited Right-of-Way Areas
43.3.2 – Ramp-Landing for Narrow Sidewalk
48.1.0 – Detectable Warning Panel Placement

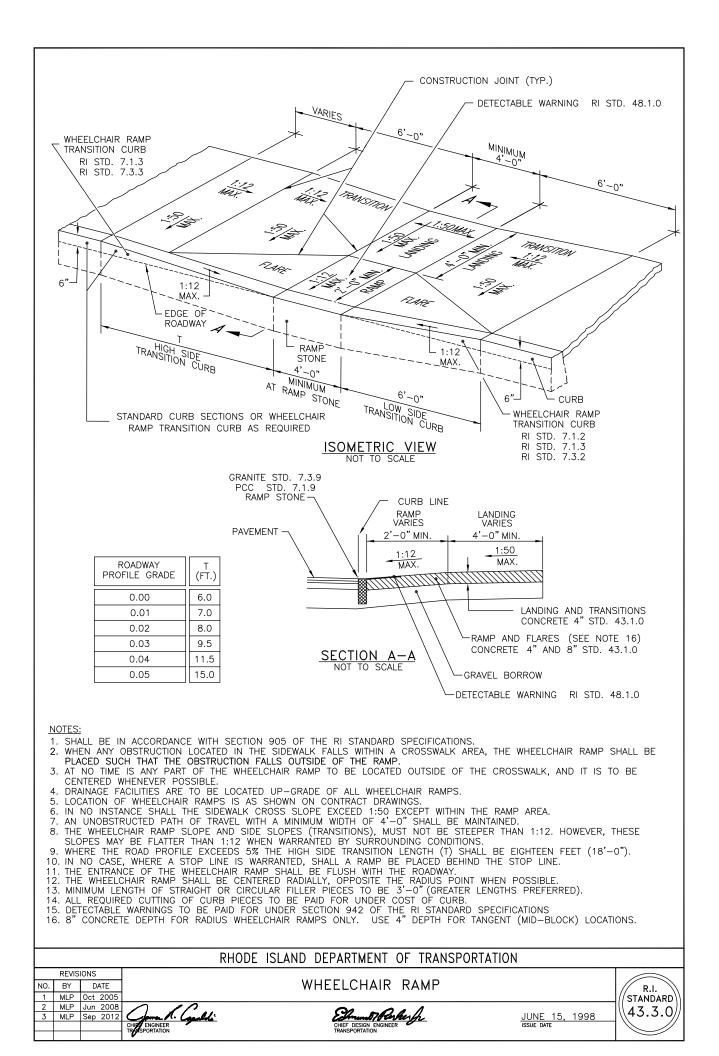
Please note:

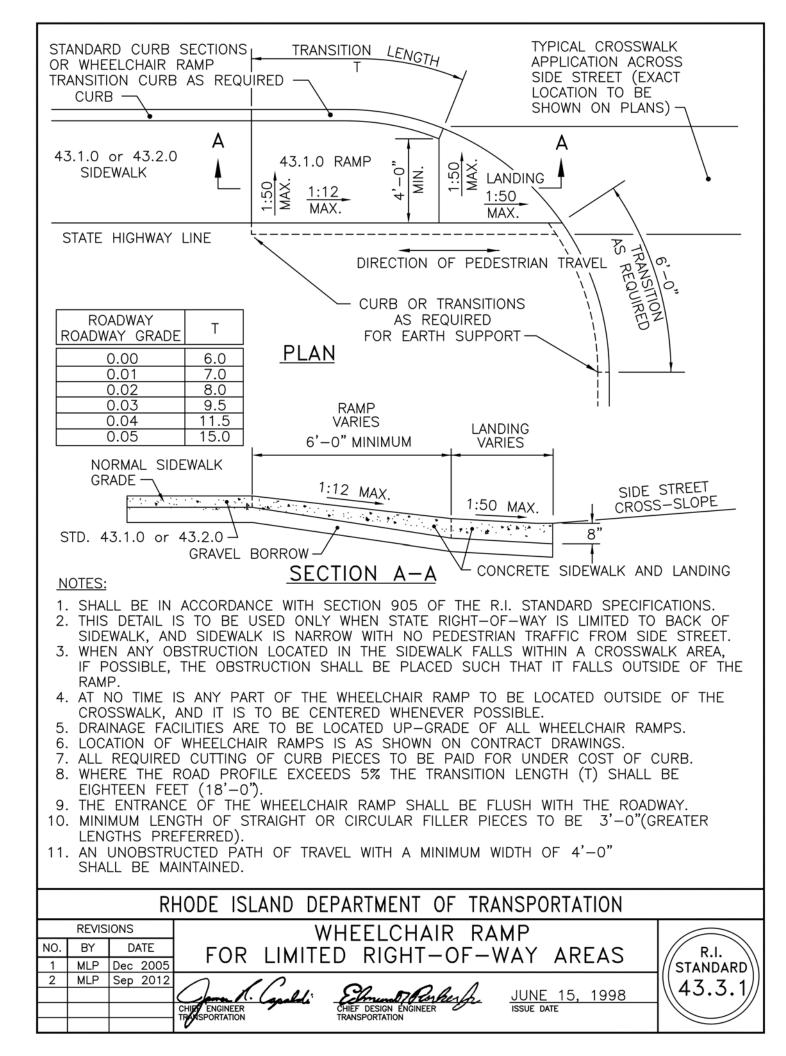
1. All sidewalks and wheelchair ramps shall be Portland cement concrete.

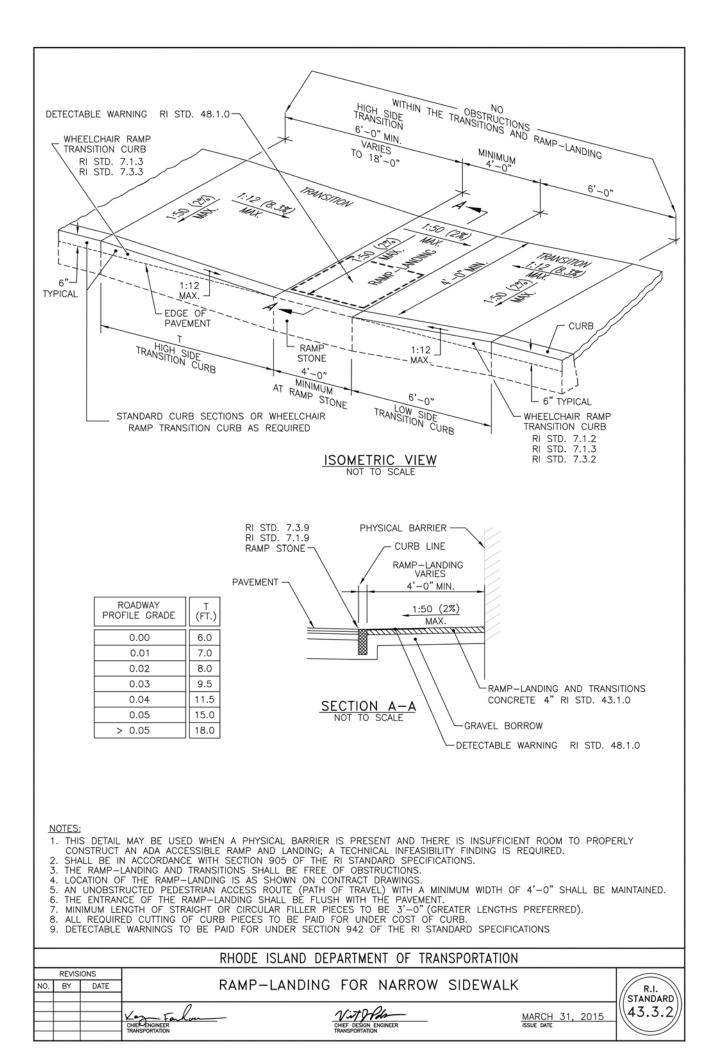
2. All references to curbing in the RIDOT standard details shall be Providence Standard 7" wide granite curb

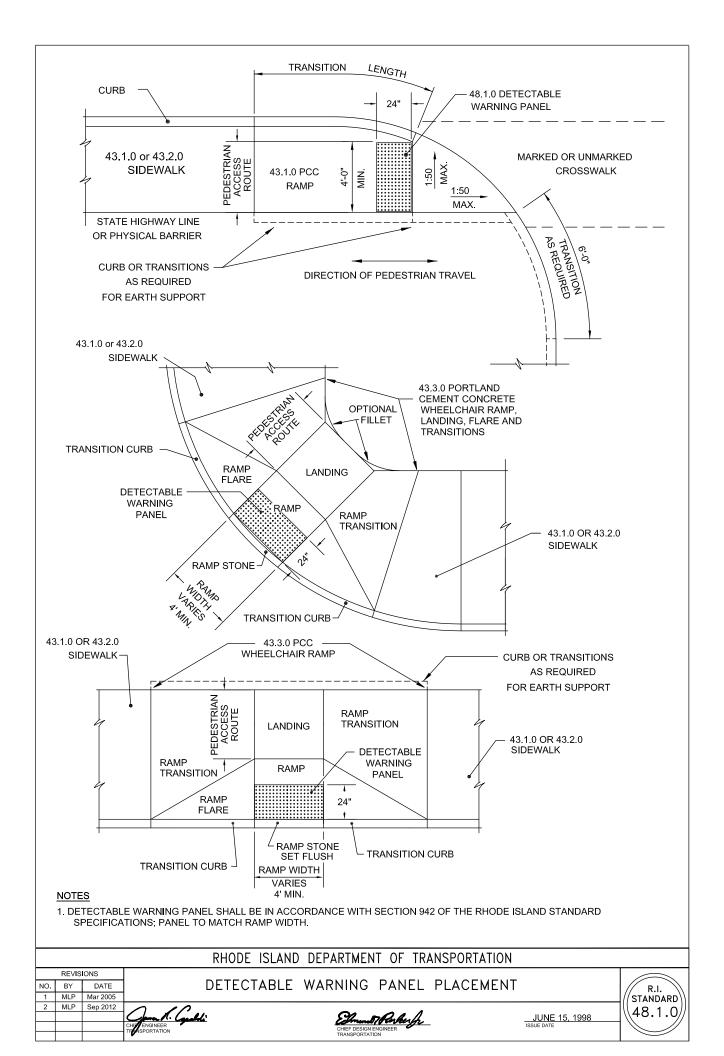
DEPARTMENT OF PUBLIC WORKS

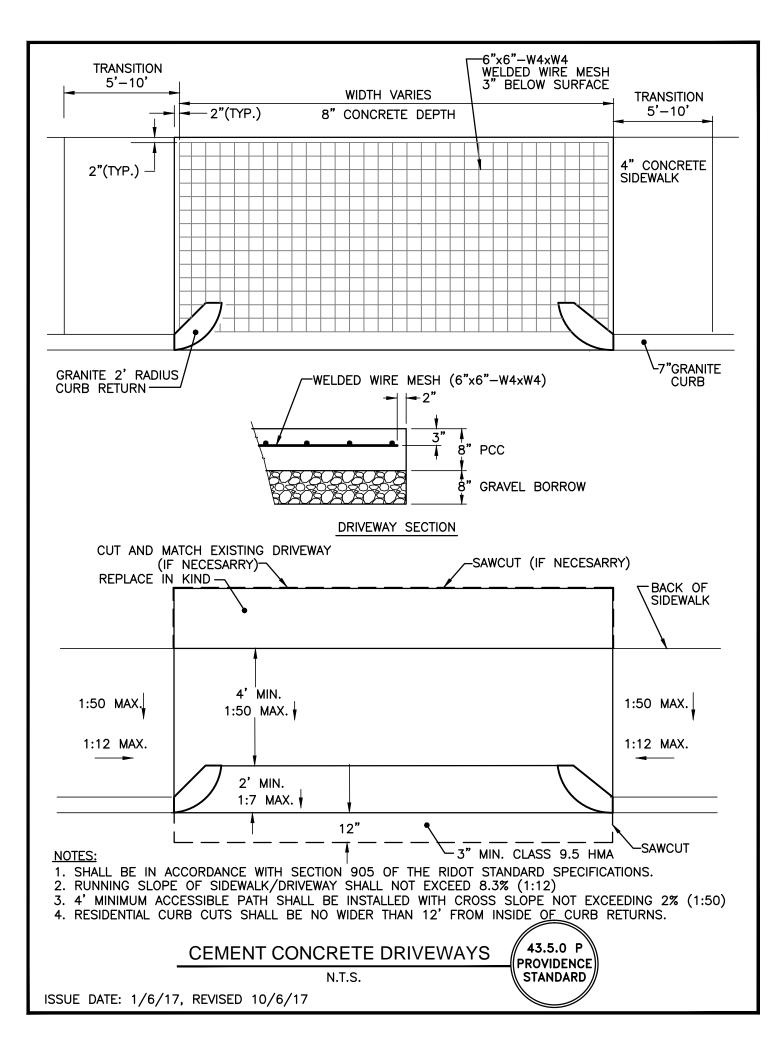
700 Allens Avenue Providence, Rhode Island 02905 401 467 7950 ph | 401 941 2567 fax www.providenceri.com

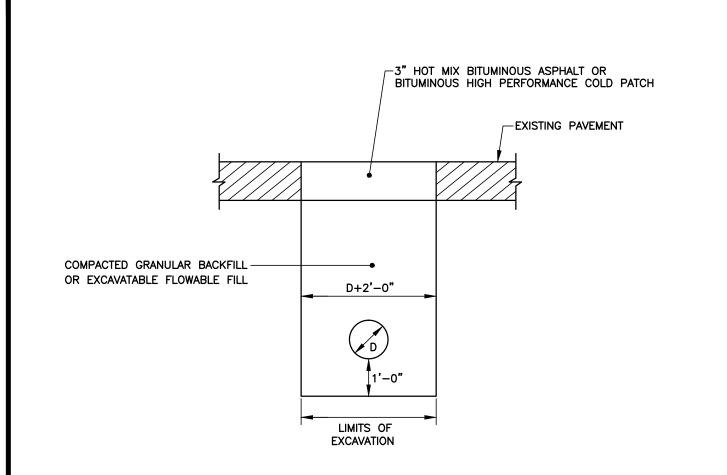












- 1. BITUMINOUS CONCRETE SHALL ADHERE TO RIDOT STANDARD SPECIFICATIONS, SECTION 401.
- 2. GRANUAL BASE MATERIAL SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY (AASHTO T180), AND SHALL ADHERE TO RIDOT STANDARD SPECIFICATIONS, SECTION 301.
- 3. EXCAVATABLE FLOWABLE FILL (CONTROLLED DENSITY FILL, CDF) SHALL ADHERE TO RIDOT STANDARD SPECIFICATIONS, SECTION 603.
- 4. ANY TEMPORARY PATCH INSTALLED PRIOR TO SEPTEMBER 1 IN ANY YEAR SHALL BE REPLACED WITH PERMANENT PATCH NO LATER THAN DECEMBER 1 OF THAT YEAR.

TEMPORARY PATCHES MADE BETWEEN SEPTEMBER 1 AND MARCH 30 SHALL BE MAINTAINED BY THE PERMITTEE UNTIL A PERMANENT PATCH CAN BE INSTALLED, NO LATER THAN JUNE 15.

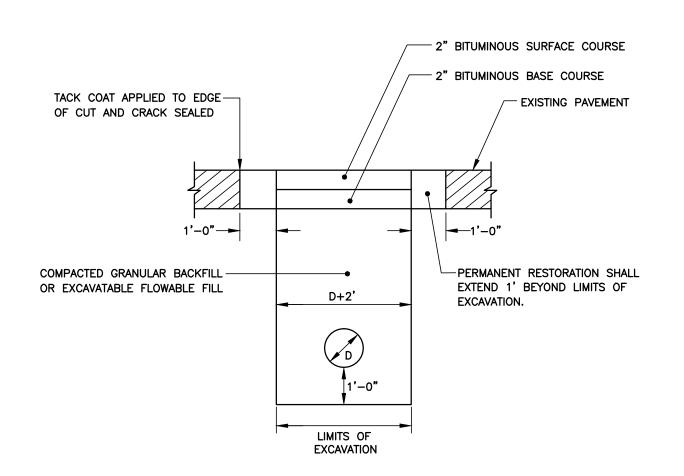
5. IF TEMPORARY PATCH IS INSTALLED, PERMITTEE MAY ALLOW NO MORE THAN 45 DAYS FOR SETTLING BEFORE PERMANENT RESTORATION. THE PERMITTEE SHALL BE RESPONSIBLE TO MAINTAIN TEMPORARY ROADWAY RESTORATIONS IN A SAFE CONDITION FOR ALL TYPES OF TRAVEL UNTIL A PERMANENT PAVEMENT REPAIR HAS BEEN MADE. TO ENSURE PROPER MAINTENANCE, THE PERMITTEE SHALL PERFORM PERIODIC INSPECTION OF EACH TEMPORARY PATCH UNTIL IT IS REPLACED WITH A PERMANENT PATCH.

60.1.0 P

PROVIDENCE STANDARD

TEMPORARY ROADWAY RESTORATION

N.T.S.



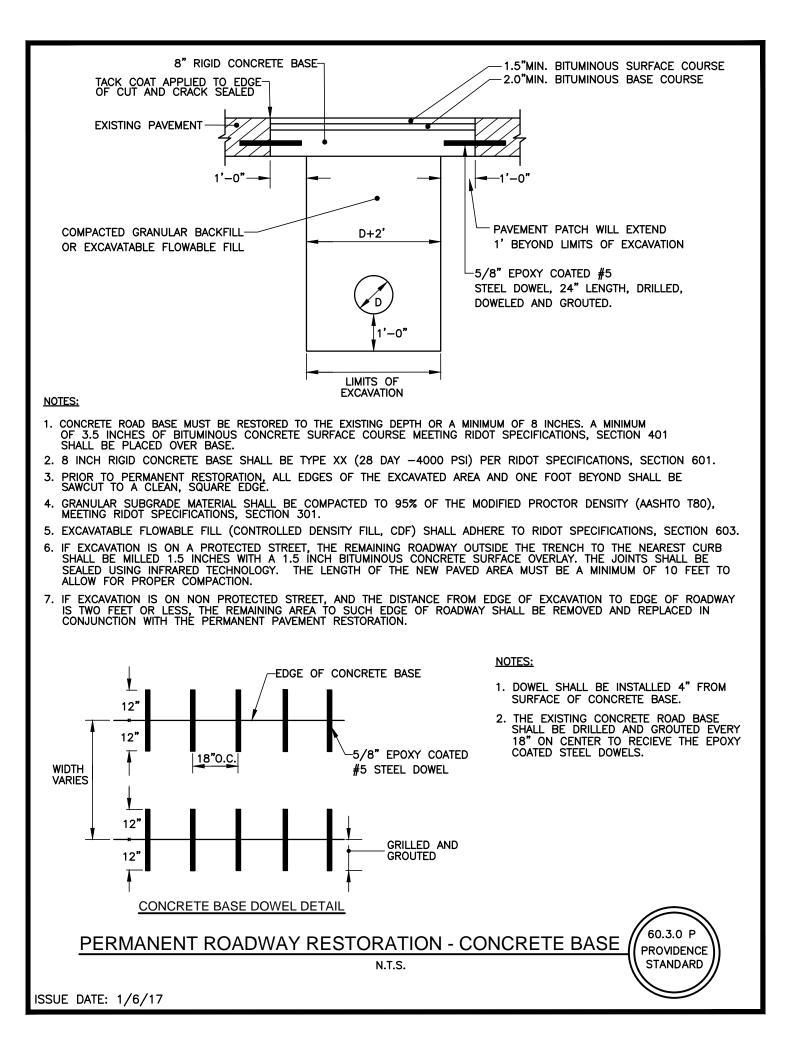
- 1. BITUMINOUS CONCRETE SHALL ADHERE TO RIDOT SPECIFICATIONS, SECTION 401.
- 2. GRANUAL BASE MATERIAL SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY (AASHTO T180). GRAVEL BASE COURSE SHALL ADHERE TO RIDOT SPECIFICATIONS, SECTION 301.
- 3. EXCAVATABLE FLOWABLE FILL (CONTROLLED DENSITY FILL, CDF) SHALL ADHERE TO 95% OF THE MODIFIED PROCTOR DENSITY (AASHTO T180), ADHERING TO RIDOT SPECIFICATIONS, SECTION 603.
- 4. PRIOR TO PERMANENT RESTORATION, ALL EDGES OF THE EXCAVATED AREA AND ONE FOOT BEYOND SHALL BE SAWCUT TO A CLEAN, SQUARE EDGE.
- 5. IF EXCAVATION IS ON A PROTECTED STREET, THE REMAINING ROADWAY OUTSIDE THE TRENCH TO THE NEAREST CURB SHALL BE MILLED 1.5 INCHES WITH 1.5 INCH BITUMINOUS CONCRETE SURFACE OVERLAY. THE JOINTS SHALL BE SEALED USING INFRARED TECHNOLOGY. THE LENGTH OF THE NEW PAVED AREA MUST BE A MINIMUM OF 10 FEET TO ALLOW FOR PROPER ROLLING.
- 6. IF EXCAVATION IS ON A NON-PROTECTED STREET, AND THE DISTANCE FROM EDGE OF EXCAVATION TO EDGE OF ROADWAY IS TWO FEET OR LESS, THE REMAINING AREA TO EDGE OF ROADWAY SHALL BE REMOVED AND REPLACED IN CONJUNCTION WITH THE PERMANENT PAVEMENT RESTORATION.

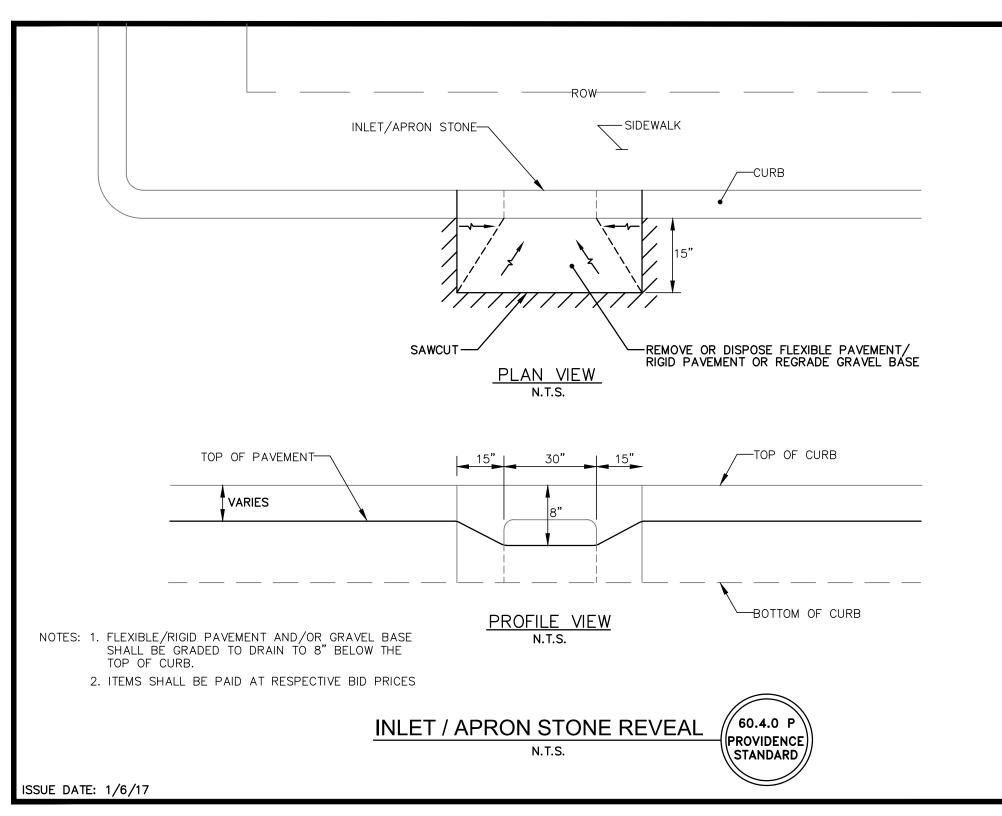
PERMANENT ROADWAY RESTORATION - GRANULAR BASE

N.T.S.

60.2.0 P

PROVIDENCE STANDARD





APPENDIX E:

2023 SYSTEM EVALUATION & CCTV INSPECTION FIGURES

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City of Providence 202**3** Sewer System Evaluation & CCTV Inspection

Legend

- 🜨 Proposed CCTV Base Bid
- --- Extent of Trinity Square Project
- Do Not CCTV Previously Inspected
- Additive Alt 1
- Additive Alt 2
- Additive Alt 3



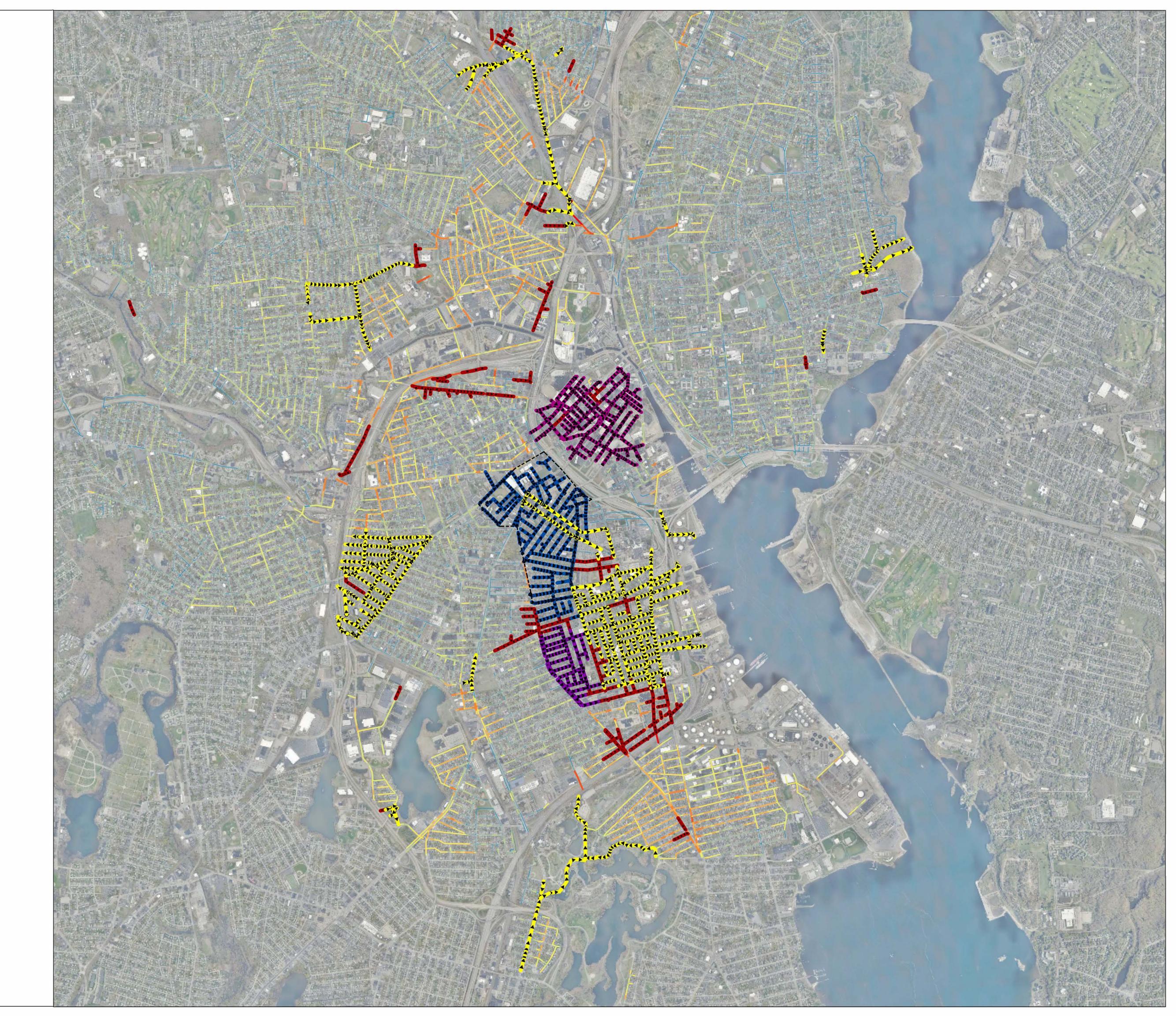
1 Inch = 1,250 Feet

1,500 3,000

0



6,000



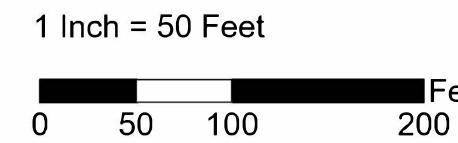
City of Providence 2022 Sewer System **Evaluation & CCTV Inspection** Elmwood Ave

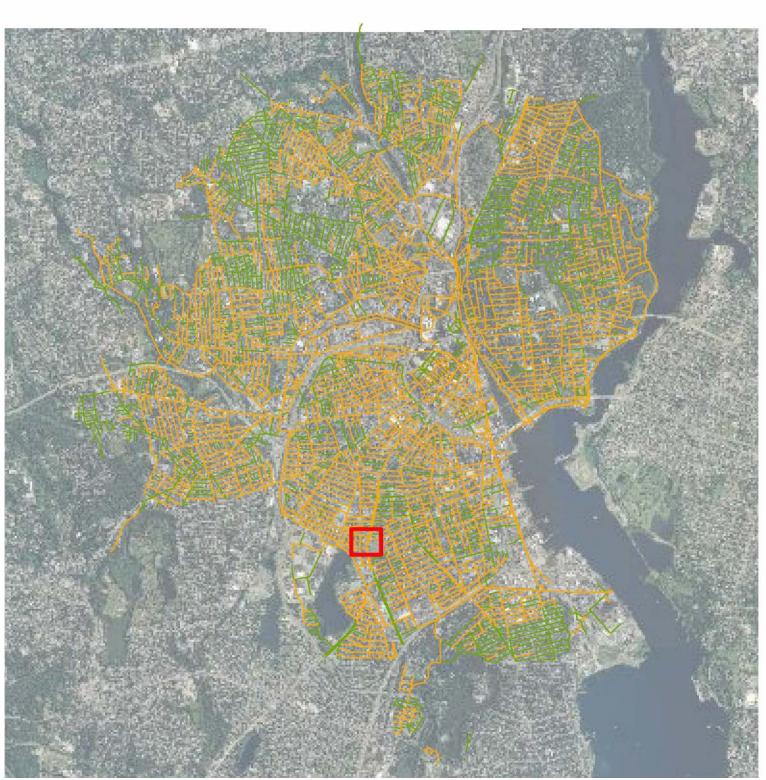
Legend

- Proposed CCTV
- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe

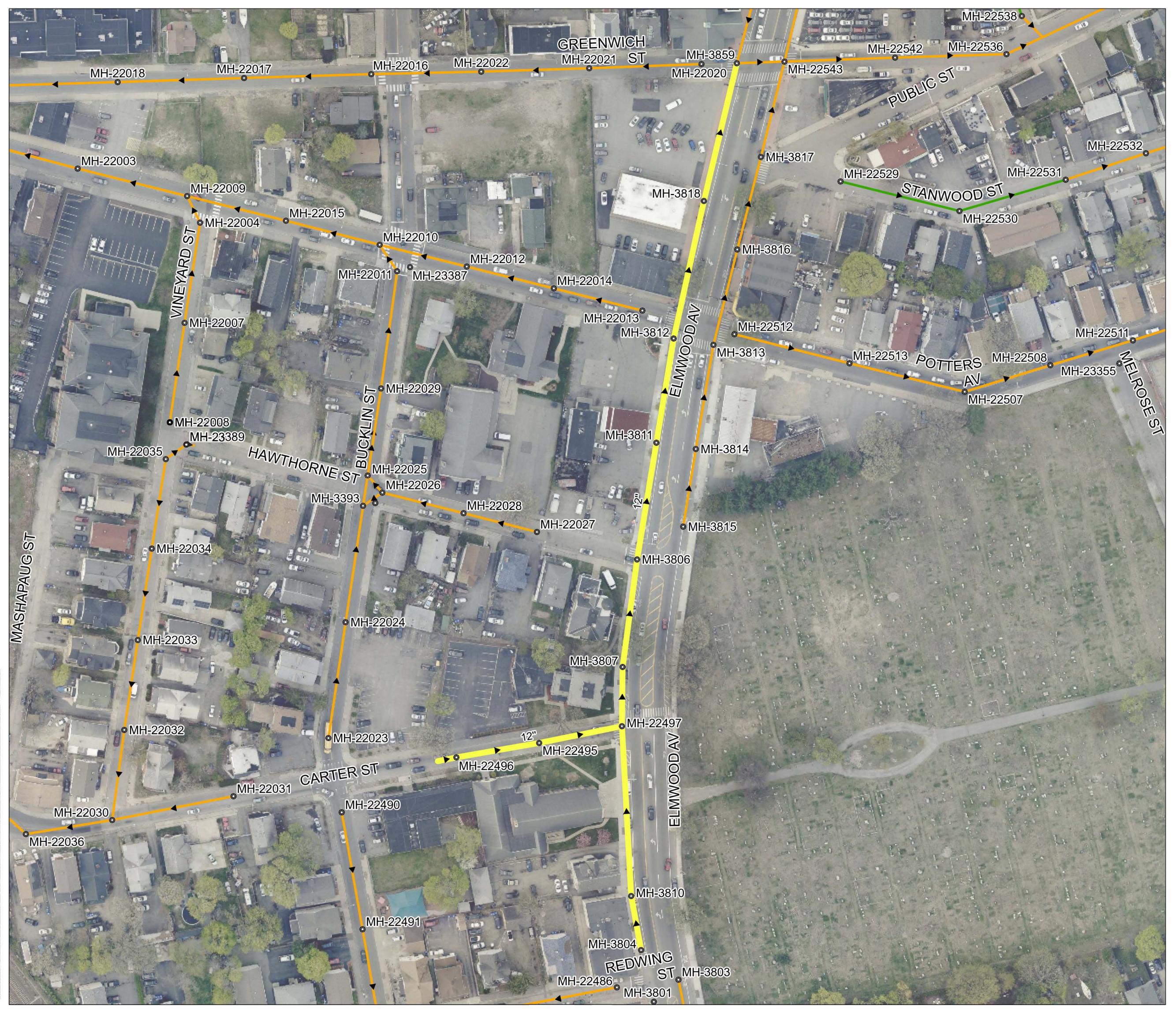
Elmwood Ave	
Diameter	Length (ft)
12"	1283
Area Total	1283







Feet



Legend

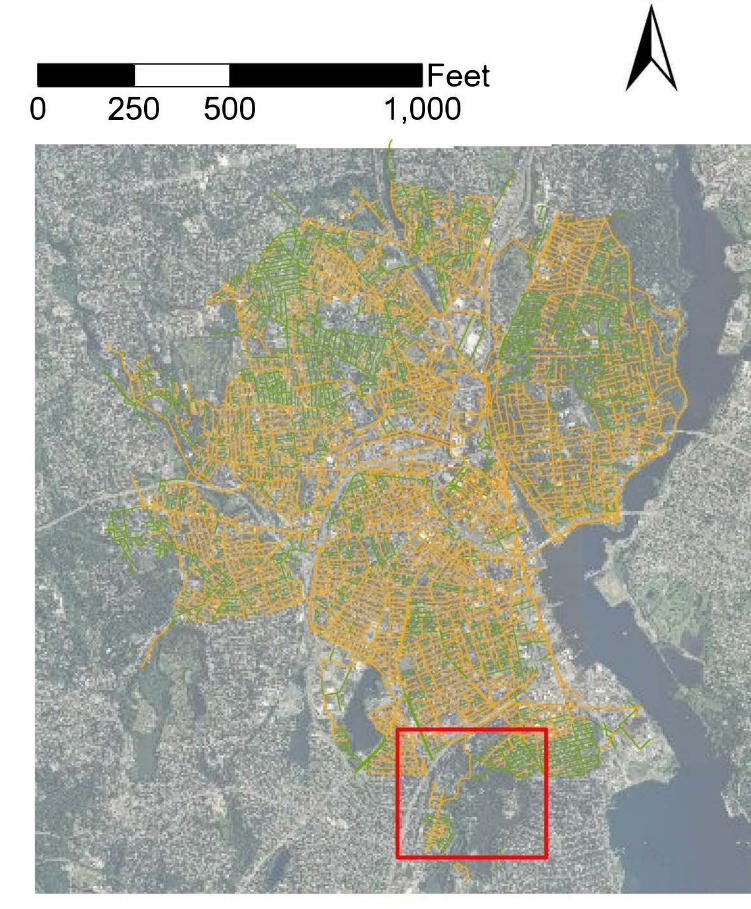
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- Combined
- 🗩 Sanitary

Diameter	Length (ft)	
Roger Williams Park		
12"	523	
15"	467	
20"	2468	
24"	6120	
Area Total	9578	

Ν



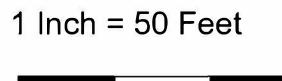
1 Inch = 250 Feet





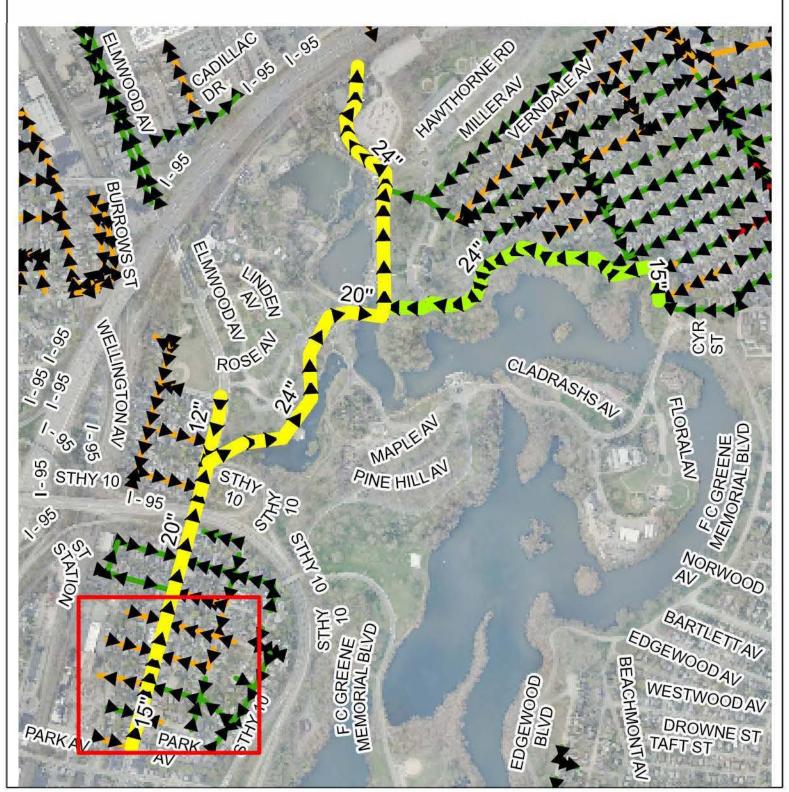
- Manholes
- Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- Combined
- 💌 Sanitary
- Stormwater







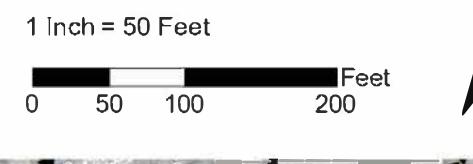


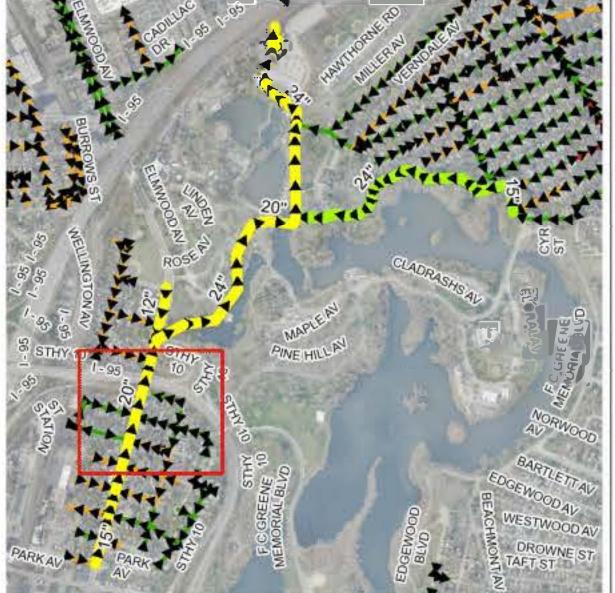




- Manholes
- 🔶 Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- Combined
- ► Sanitary
- Stormwater



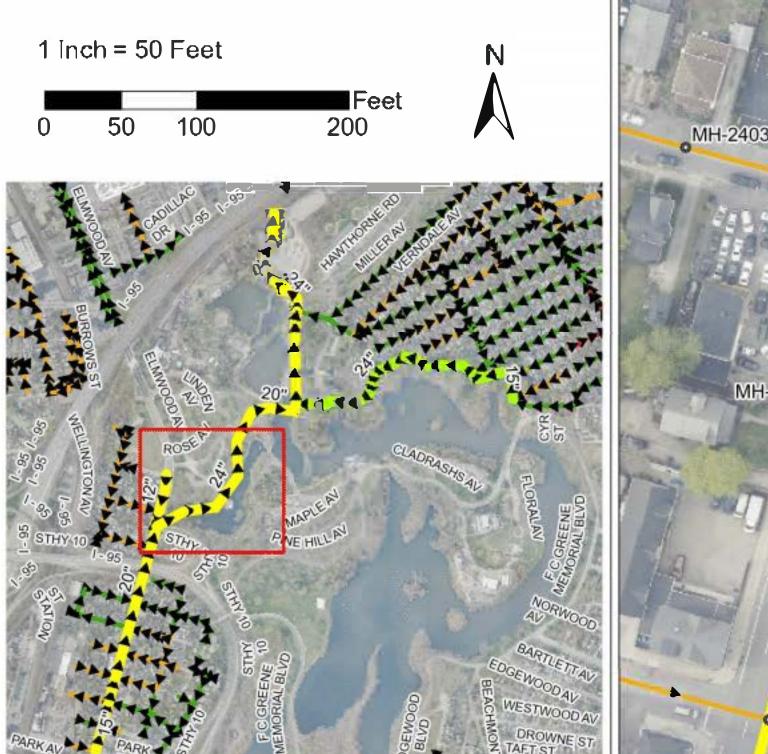






- Manholes
- 🔶 Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- Combined
- 🍉 Sanitary
- Stormwater



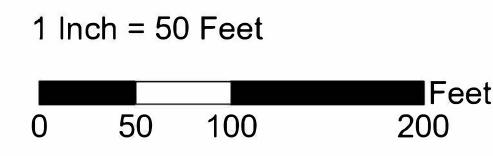


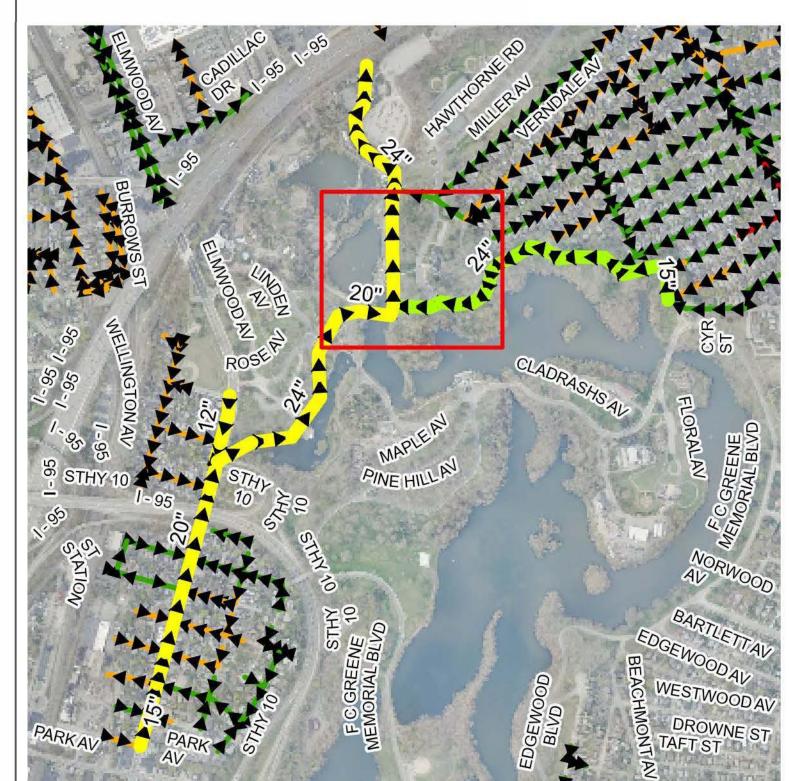


Legend

- Manholes
- Sanitary Pipe
- ► Combined Pipe
- Proposed CCTV
- Combined
- 💌 Sanitary
- Stormwater





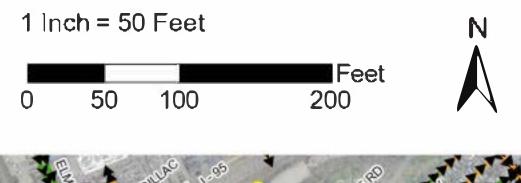


Ν



- Manholes
- ← Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- Combined
- 🕨 Sanitary
- Stormwater





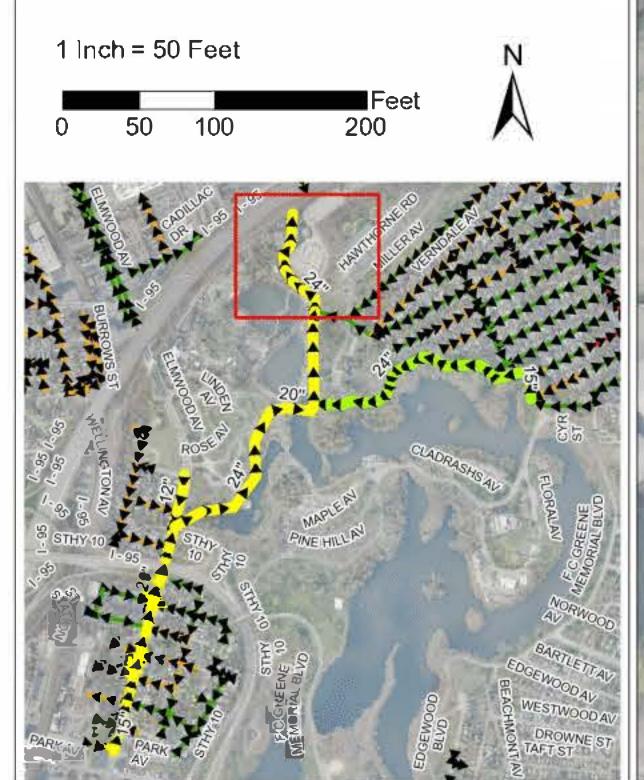




Legend

- Manholes
- 🔶 Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- ► Combined
- 🕨 Sanitary
- Stormwater







NB C-8639 NB C-8627 ONBC-8640

NBC-8637 00 NBC-8638

NBC-8593

NBC8624_NBC-8604

MH-1859

MH-1858

MH-1857

MH-1856

MH-1855

MH-1854

MH-1853

F C GREENE MEMORIAL BLVD

MH-1852

HAWTHON

RNE RD

HAWTH

NATURAL HISTORY WY

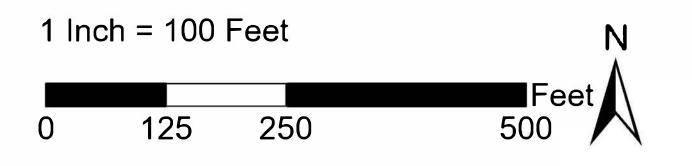


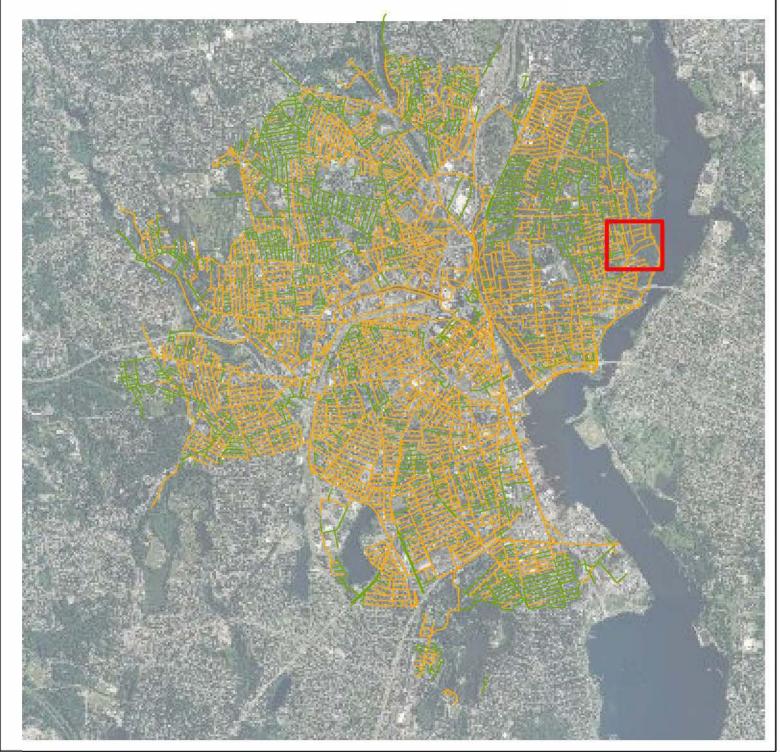
City of Providence 2022 Sewer System Evaluation & CCTV Inspection Blackstone Blvd - Index Page

- Sewer Pipes
- Combined
- ► Sanitary
- Stormwater
- Proposed CCTV
- Combined
- **>** Sanitary
- Stormwater

Diameter	Length (ft)	
Blackstone Blvd		
12"	542	
15"	1462	
20"	321	
22"	66	
36"	243	
40"	282	
42"	207	
48"	639	
50"	1278	
54"	74	
Area Total	5116	









City of Providence 2022 Sewer System Evaluation & CCTV Inspection Blackstone Blvd - Page 1

Legend

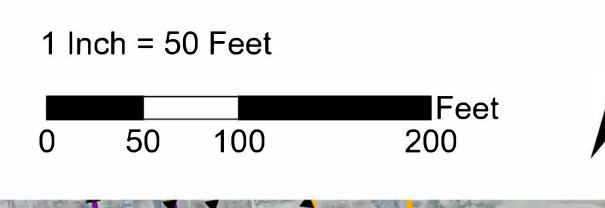
Sewer Pipes

- Combined
- Sanitary
- Stormwater

Proposed CCTV

- Combined
- 🕨 Sanitary
- Stormwater









City of Providence 2022 Sewer System Evaluation & CCTV Inspection Blackstone Blvd - Page 2

Legend

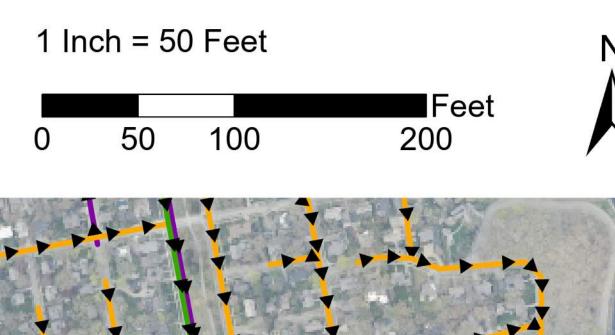
Sewer Pipes

- Combined
- Sanitary
- Stormwater

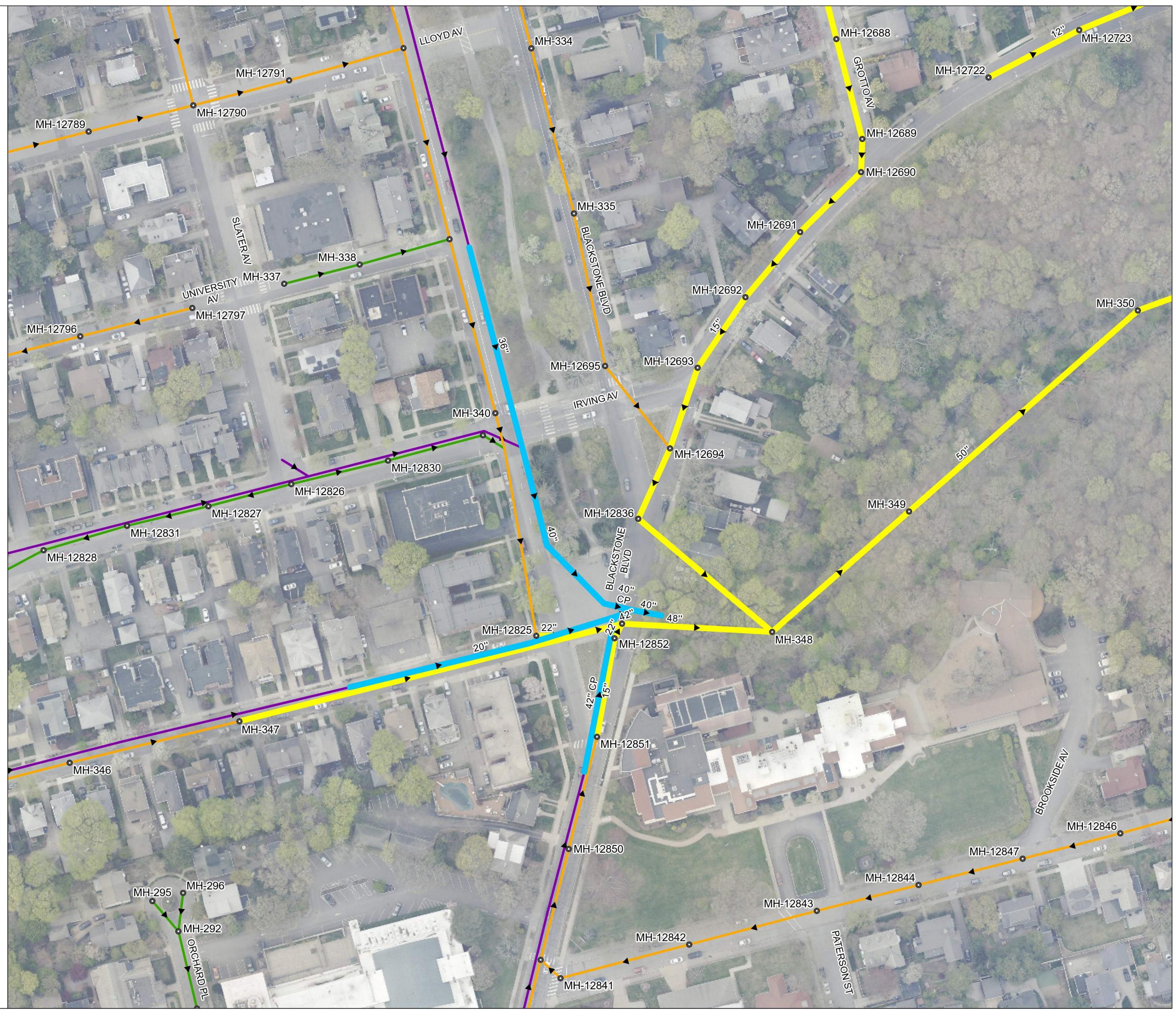
Proposed CCTV

- Combined
- Sanitary
- Stormwater







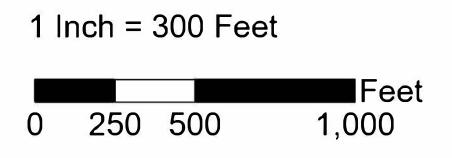


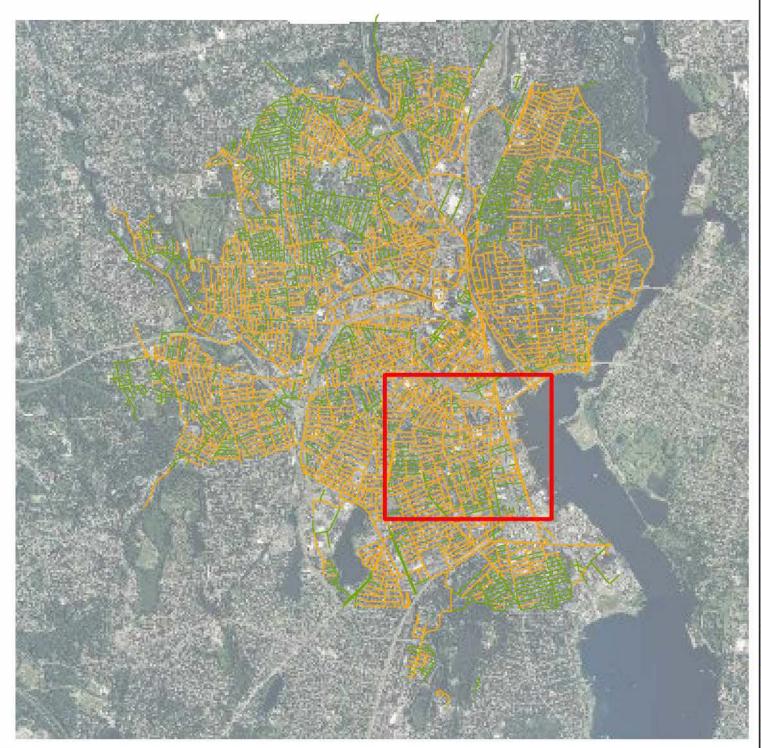
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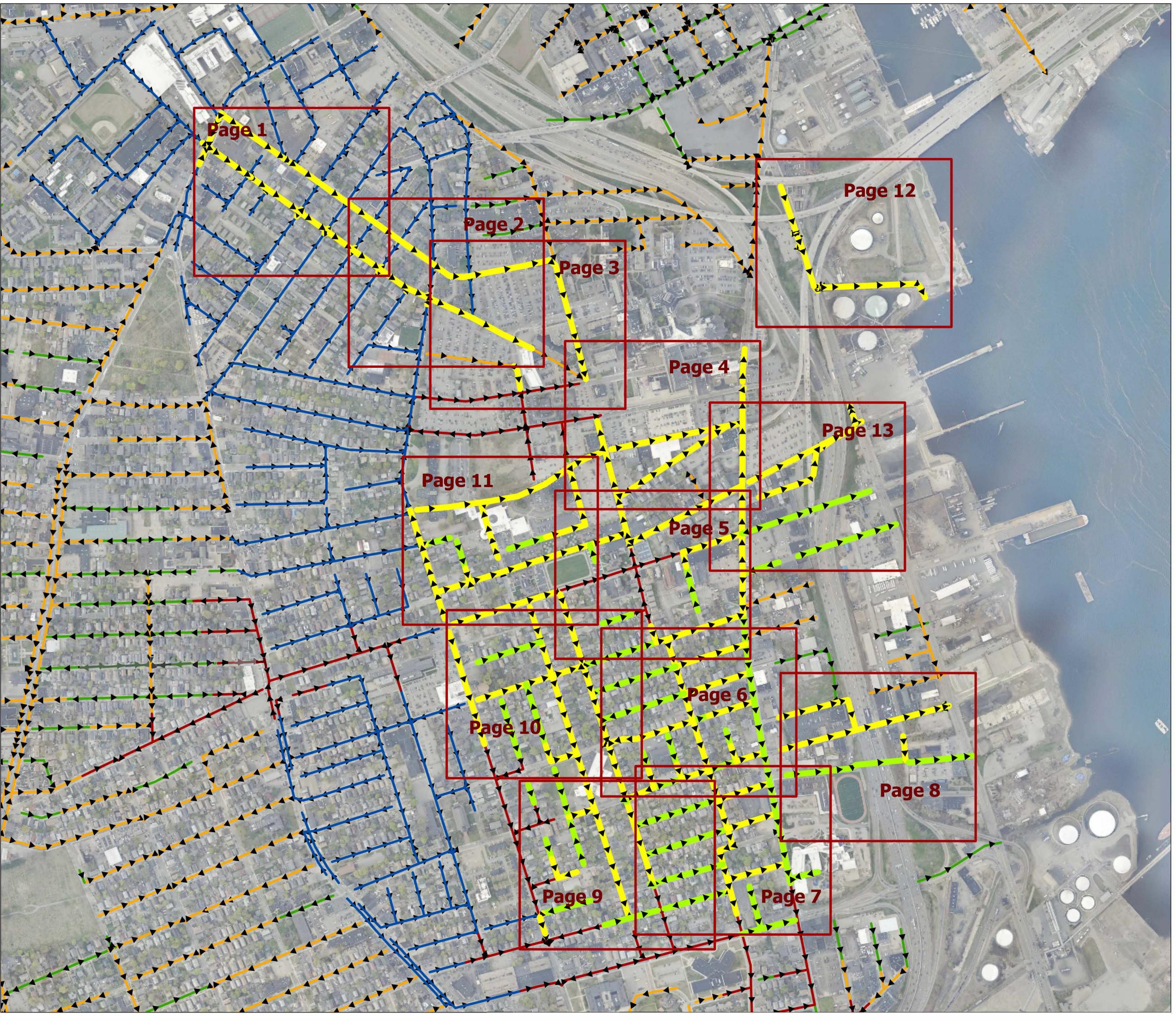
- Sewer Pipes
- ► Sanitary Pipe
- Combined Pipe
- Proposed CCTV
- Combined
- 💌 Sanitary
- Stormwater
- Additive Alternate
- Additive Alternate

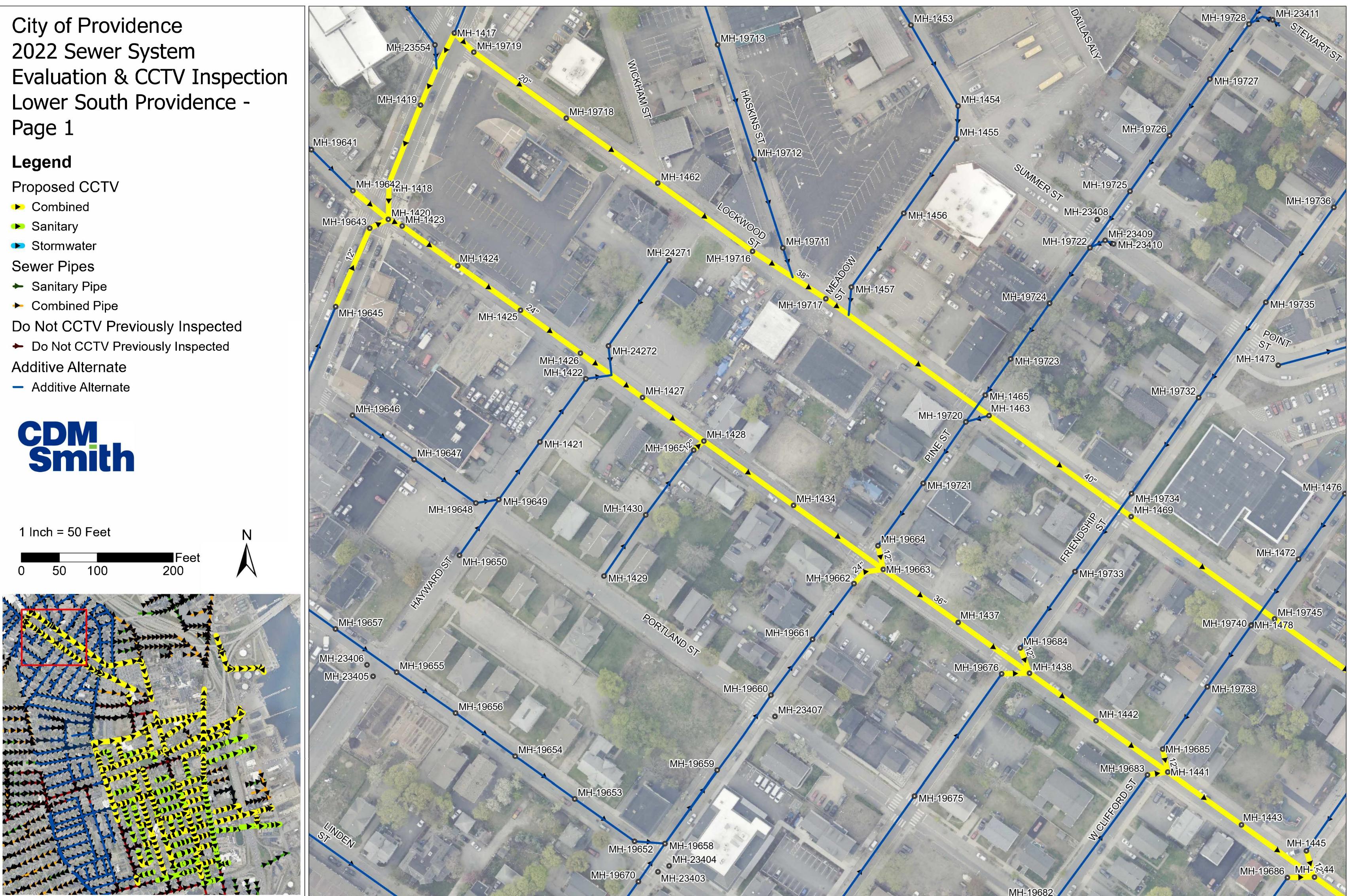
Diameter	Length (ft)
Lower South Providence	
8"	16053
12"	22805
15"	3883
16"	618
18"	2059
20"	1039
24"	613
33"	46
36"	1040
38"	2143
40"	1395
42"	169
46''	1497
Area Total	53359

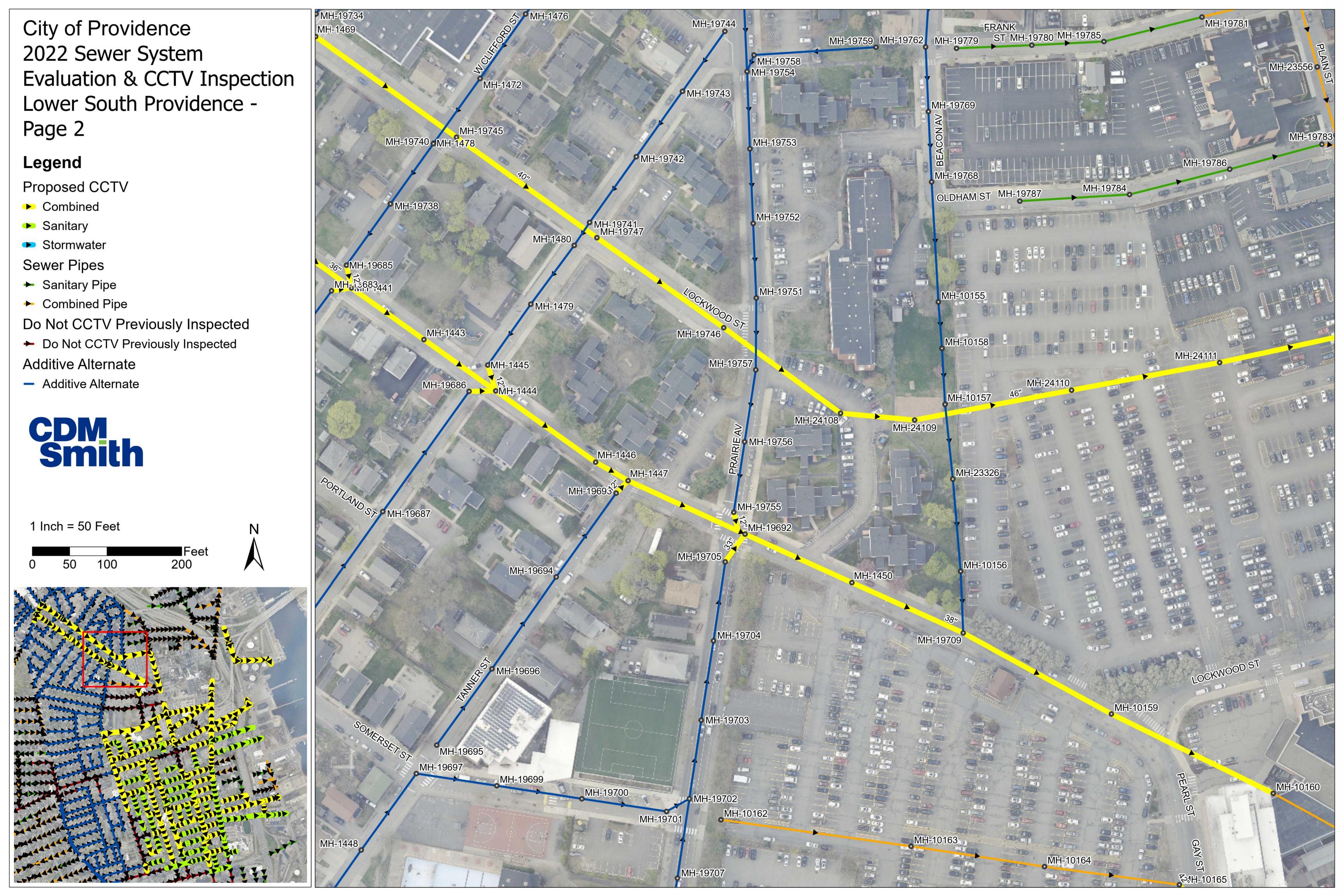












Legend

Proposed CCTV

- Combined
- 🕨 Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

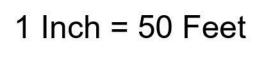
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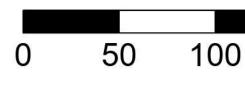
Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate





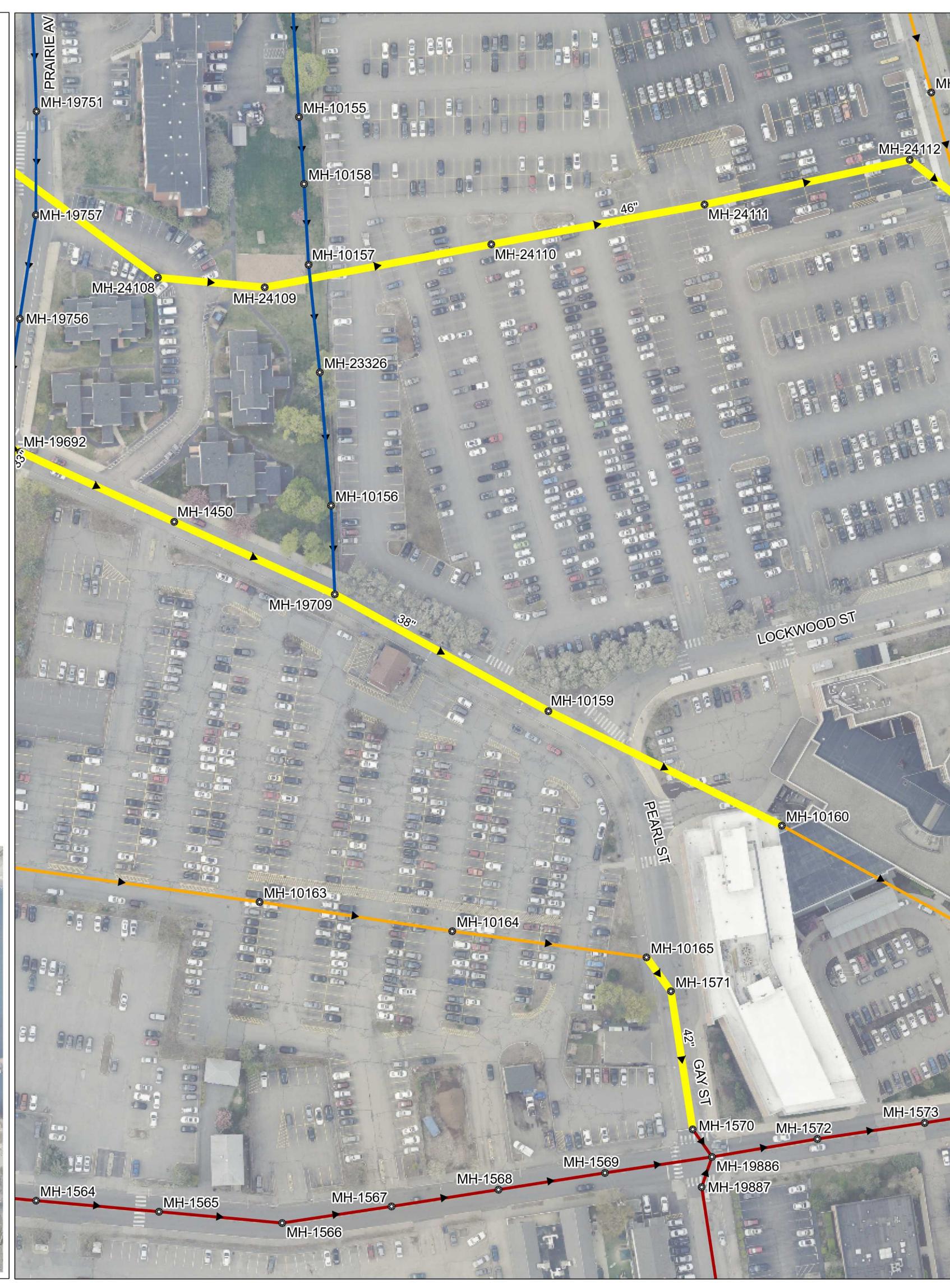




Feet

200





MH-23563

MH-23562

MH-23559

PIZ

MH-23564

MH-23560

MH-1493

MH-23561

MH-10161

MH-1490

MH-19710

NBC-22973 NBC-23017 MH-1574

NBC-22970 MH-22972 NBC-22969 NBC-23016 MH-23423 O OMH-23422 NBC-23015

DUDLEY ST NBC-23013

Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

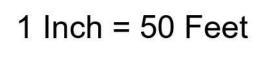
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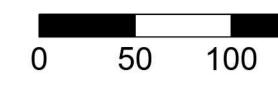
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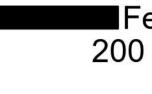
Additive Alternate

Additive Alternate



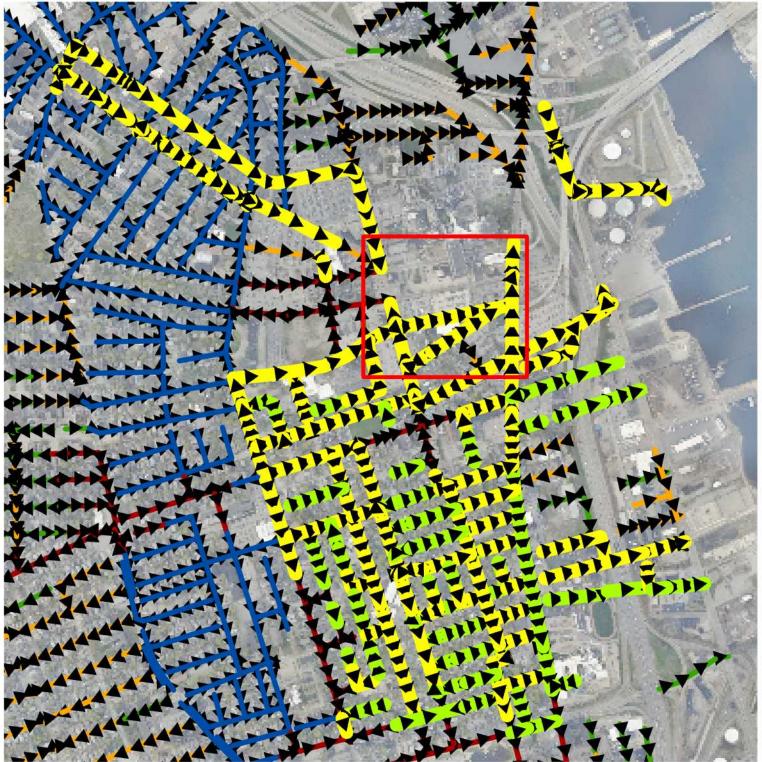


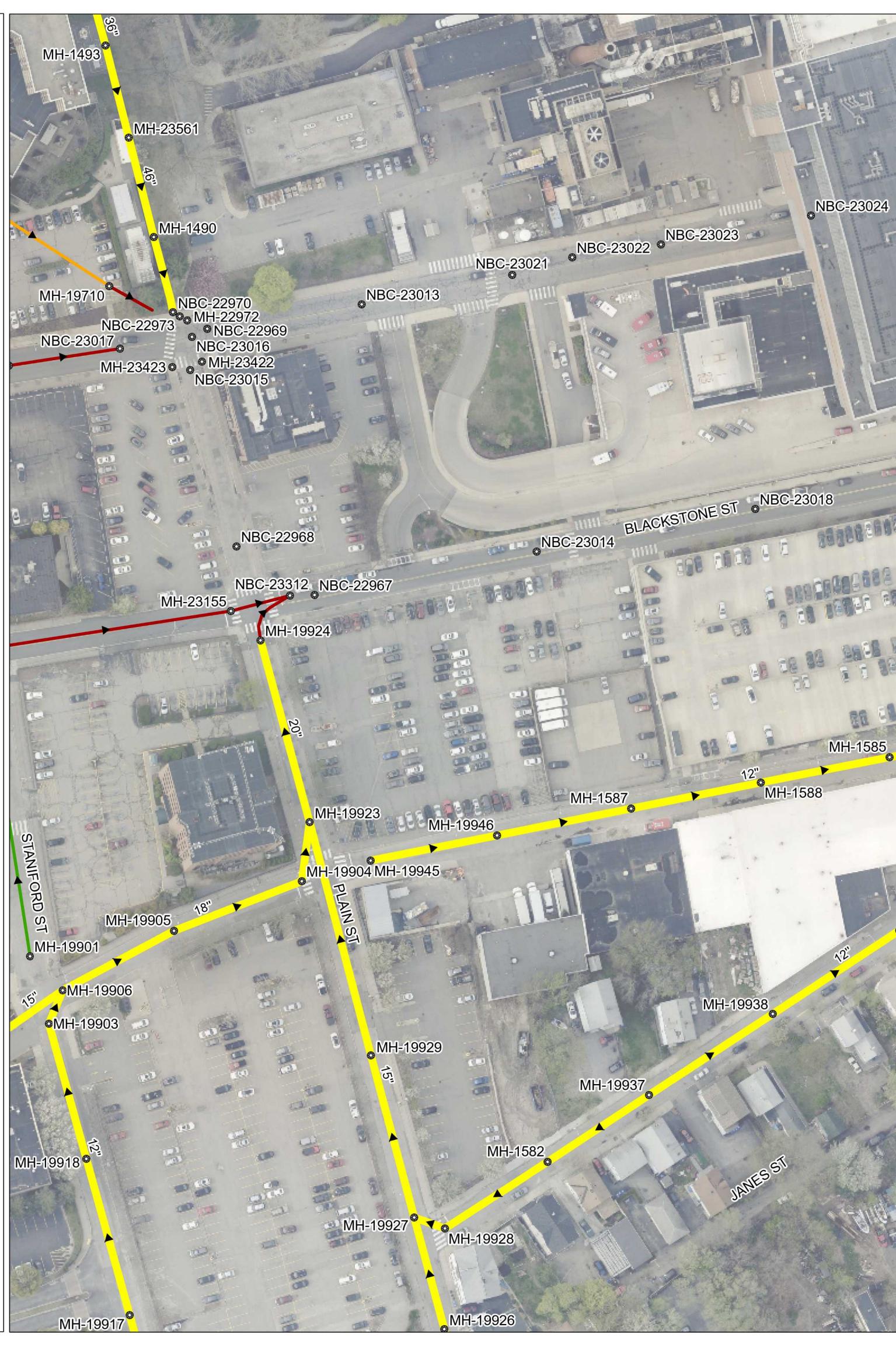


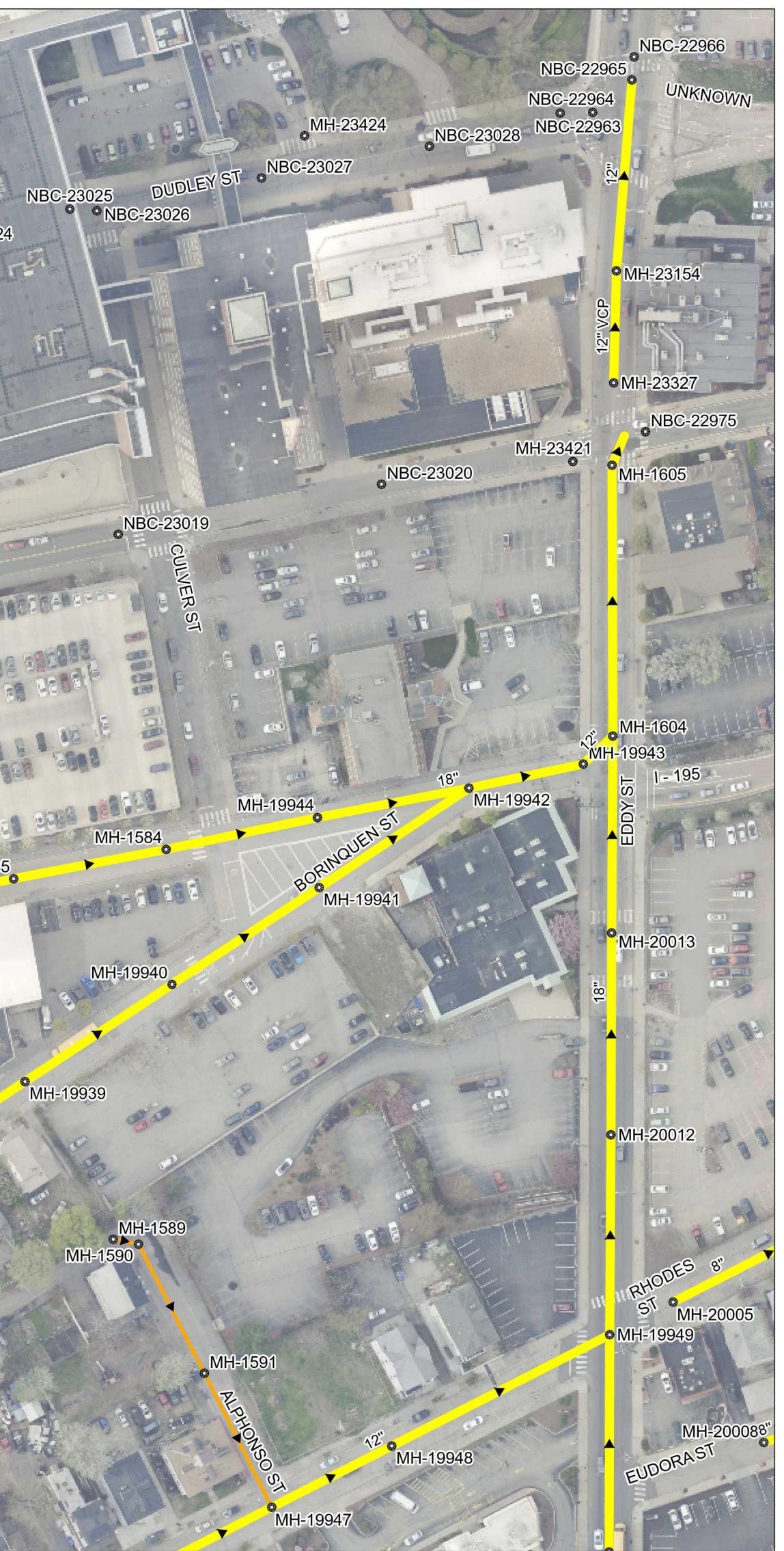




Feet







Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

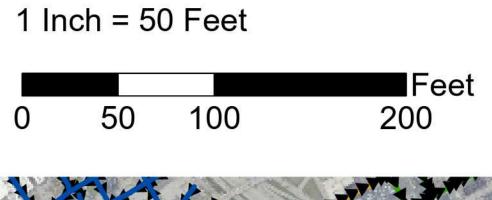
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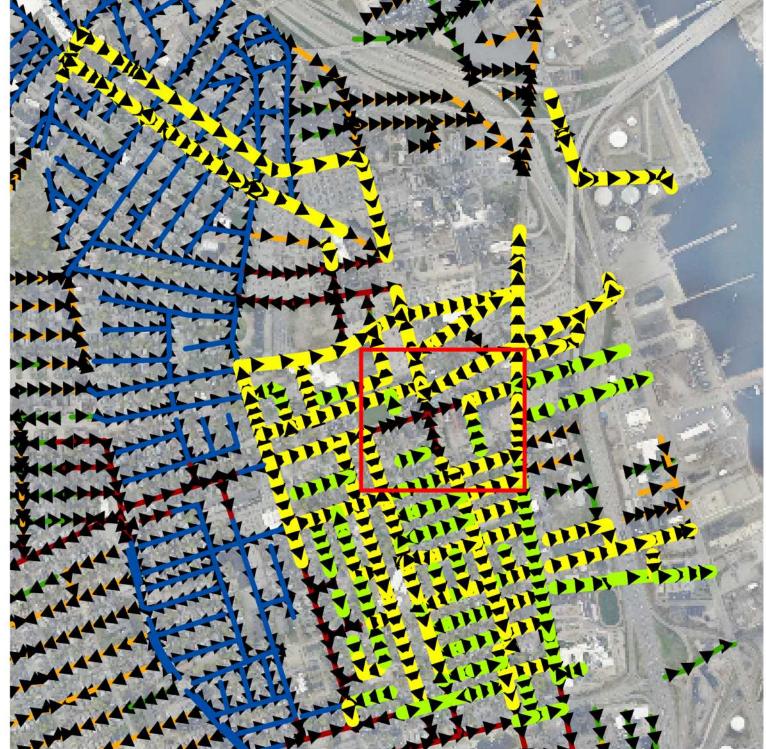
Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate









Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

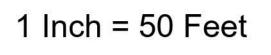
Sewer Pipes

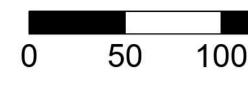
- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate

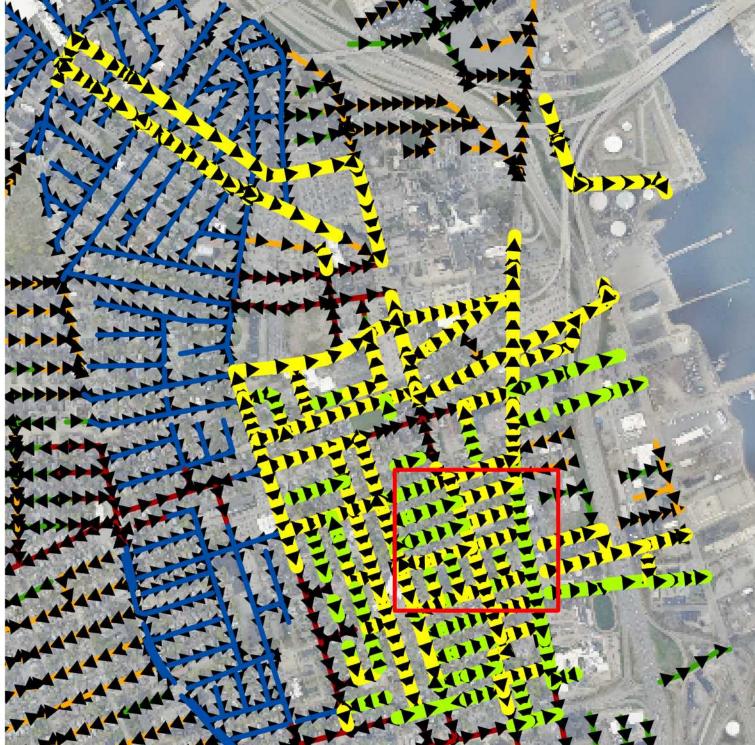














Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

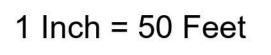
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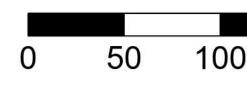
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Additive Alternate

Additive Alternate

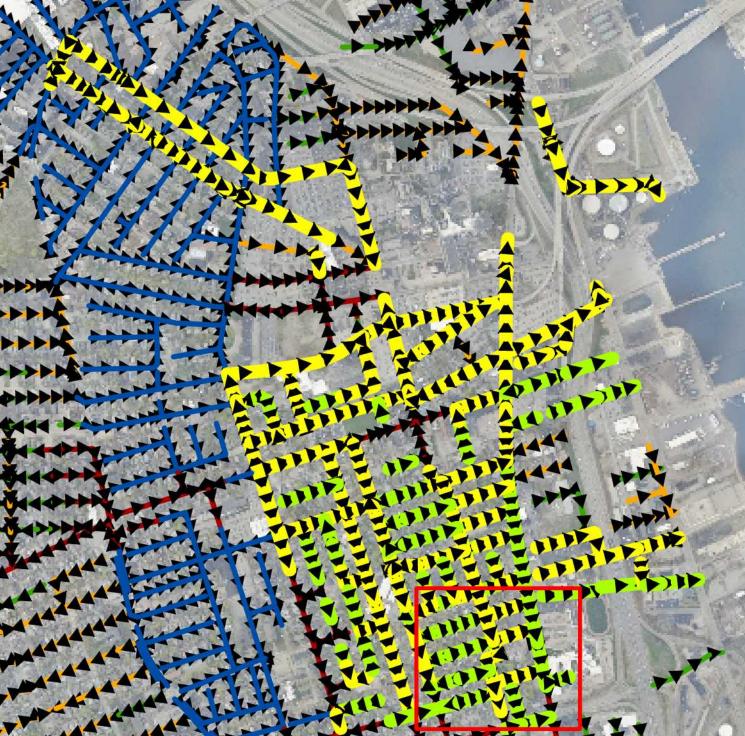


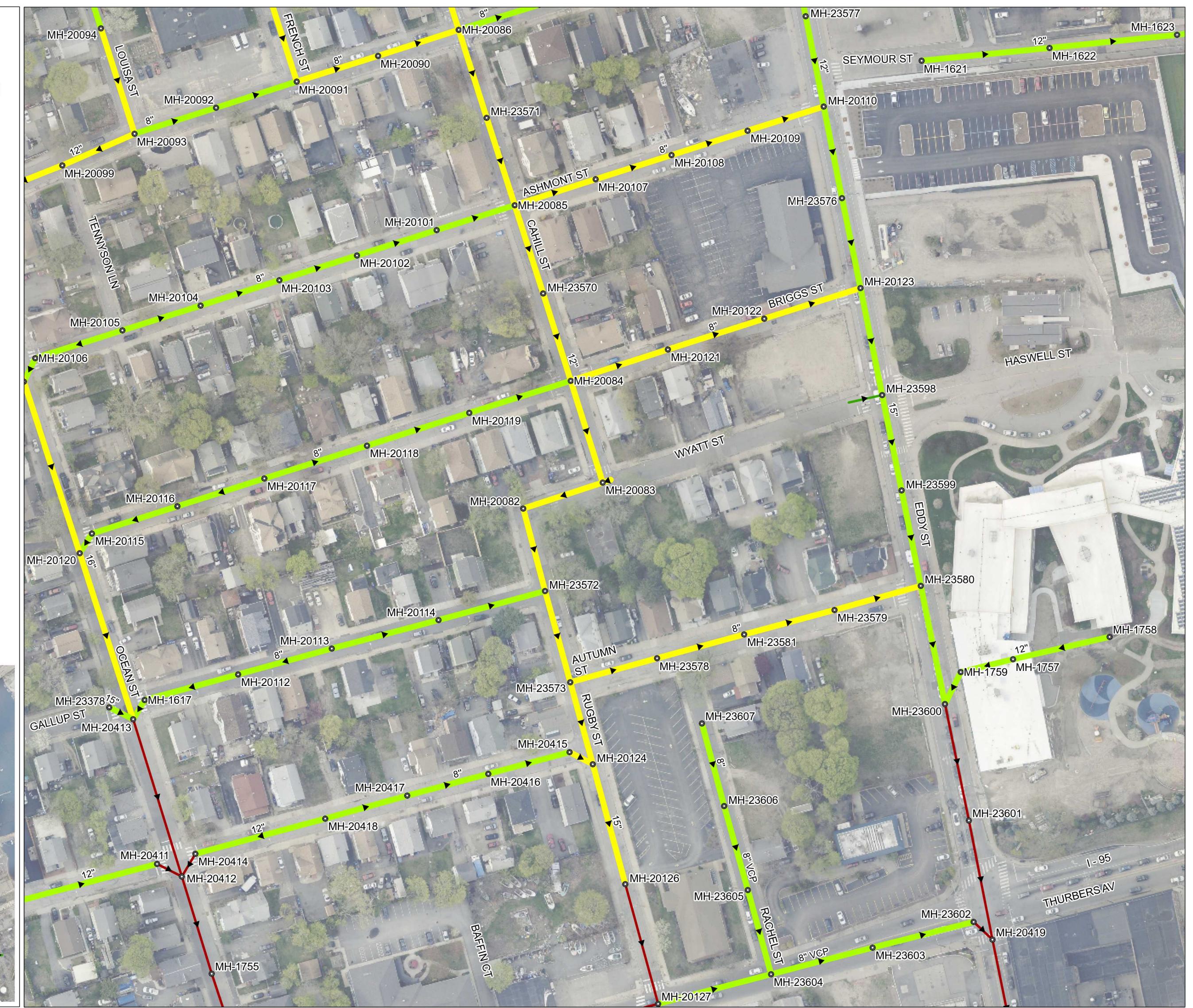












Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

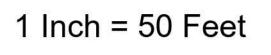
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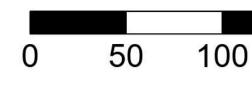
Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate

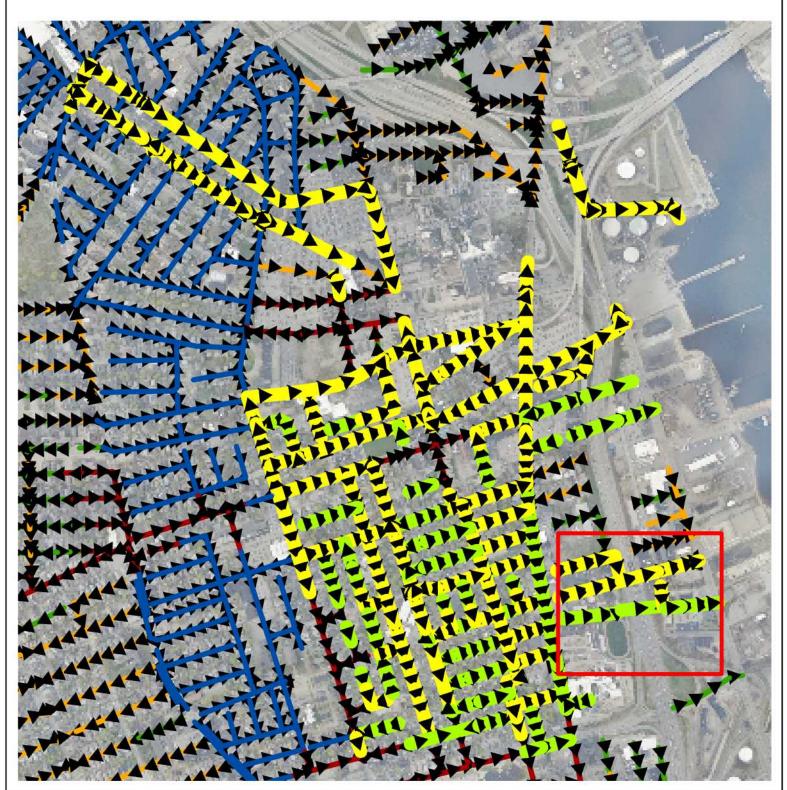


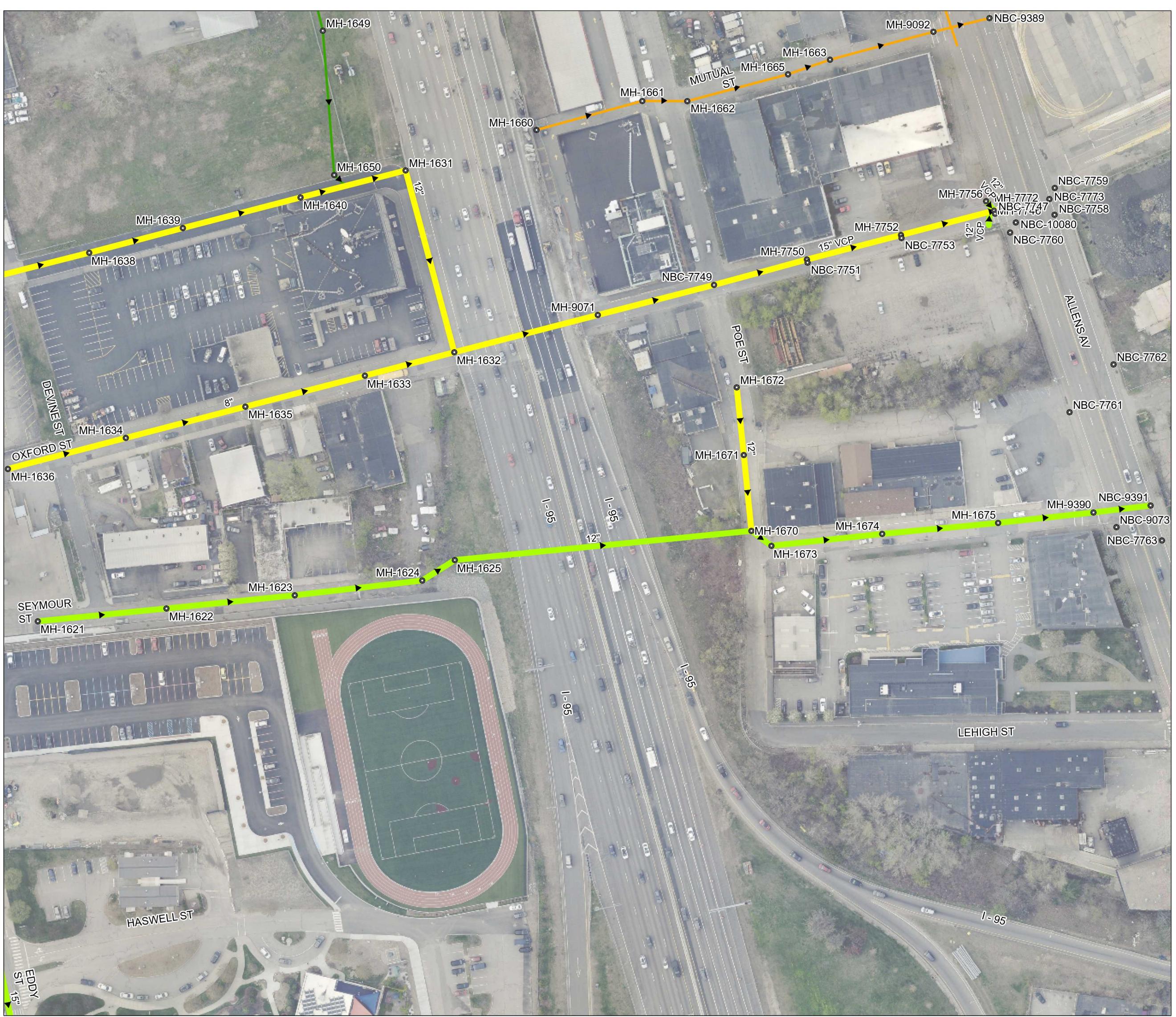












Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

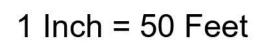
Do Not CCTV Previously Inspected

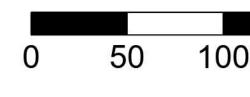
Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate

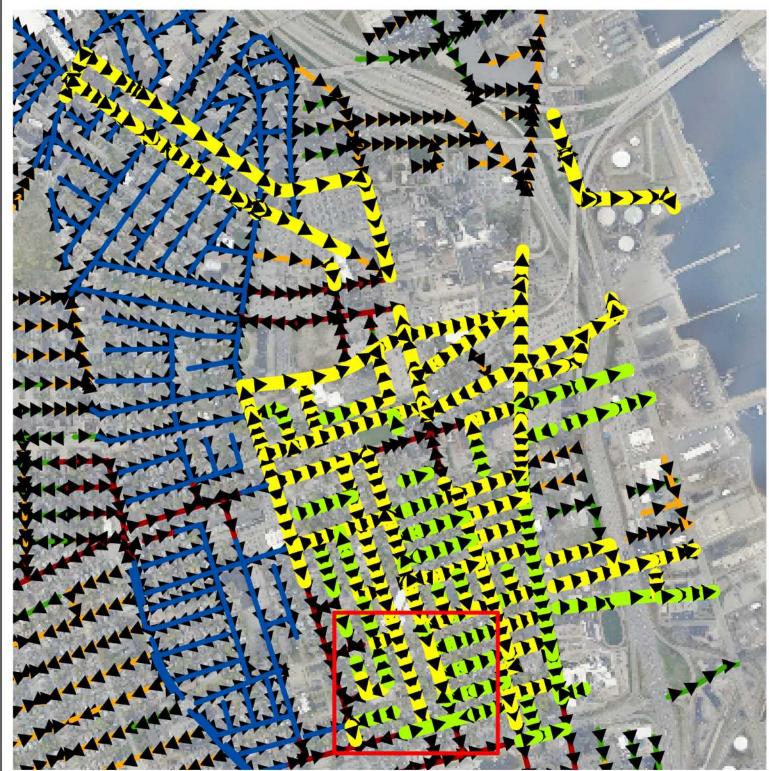














MH-20379

MH-1754

MH-1616

MH-20383 75% MH-23374 • [©] MH-20100 0MH-20378 OXFORD ST MH-1615 MH-20382

MH-20381

MH-20407

MH-20405

MH-20404

<mark>о</mark>МН-20376

MH-20406

MH-20374

ン MH-20375

MH-20289

MH-20409

MH-20290

MH-20288

GALLUP ST OMH-20403

MH-20295

MH-20408

MH-20294

MH-20293

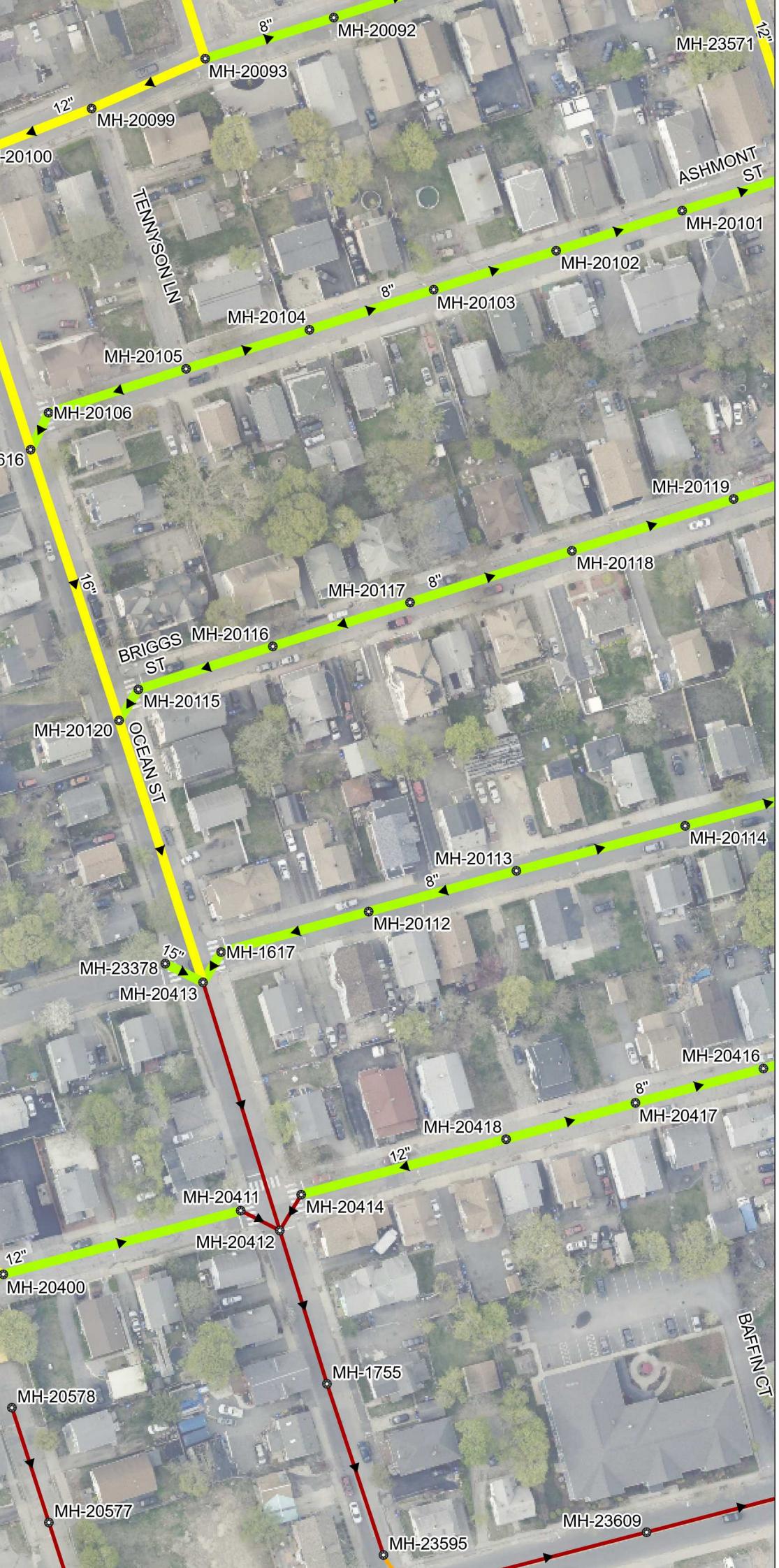
MH-20401

MH-20400

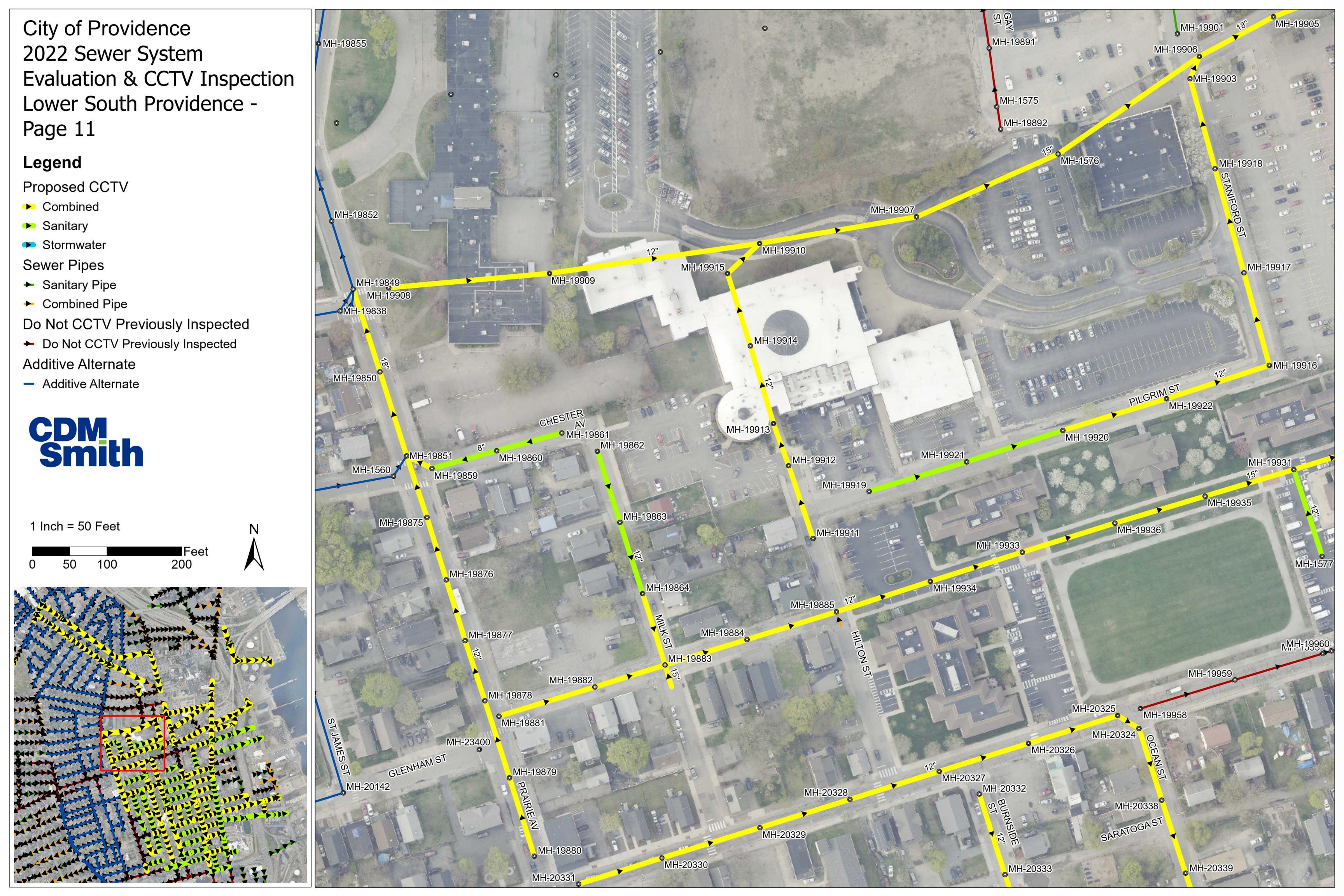
MH-20410 COLFAX ST

MH-23258

NBC-23053







Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

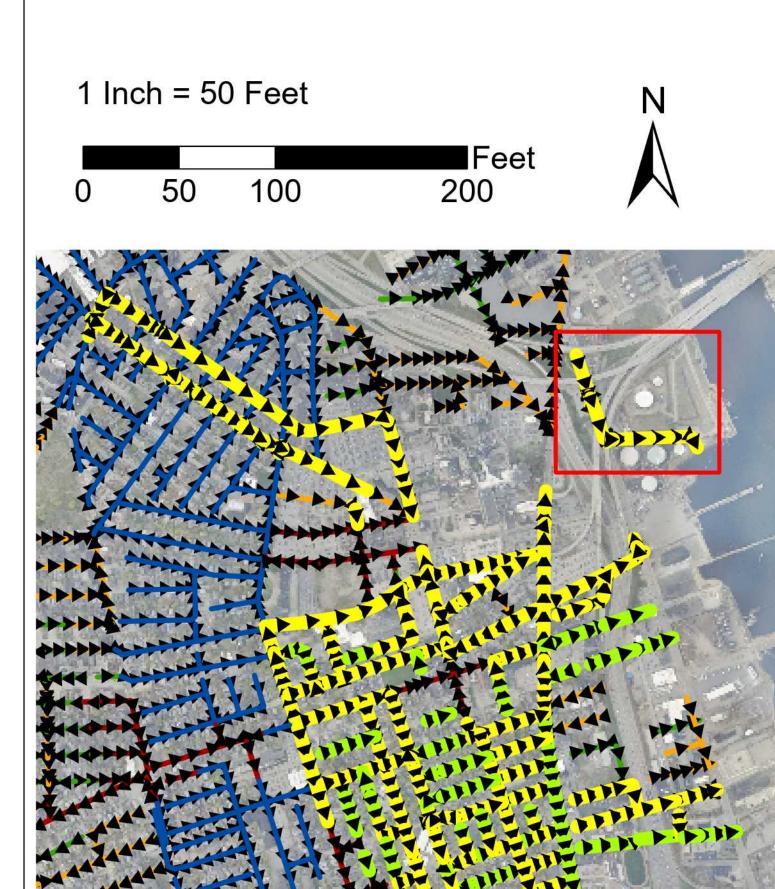
Do Not CCTV Previously Inspected

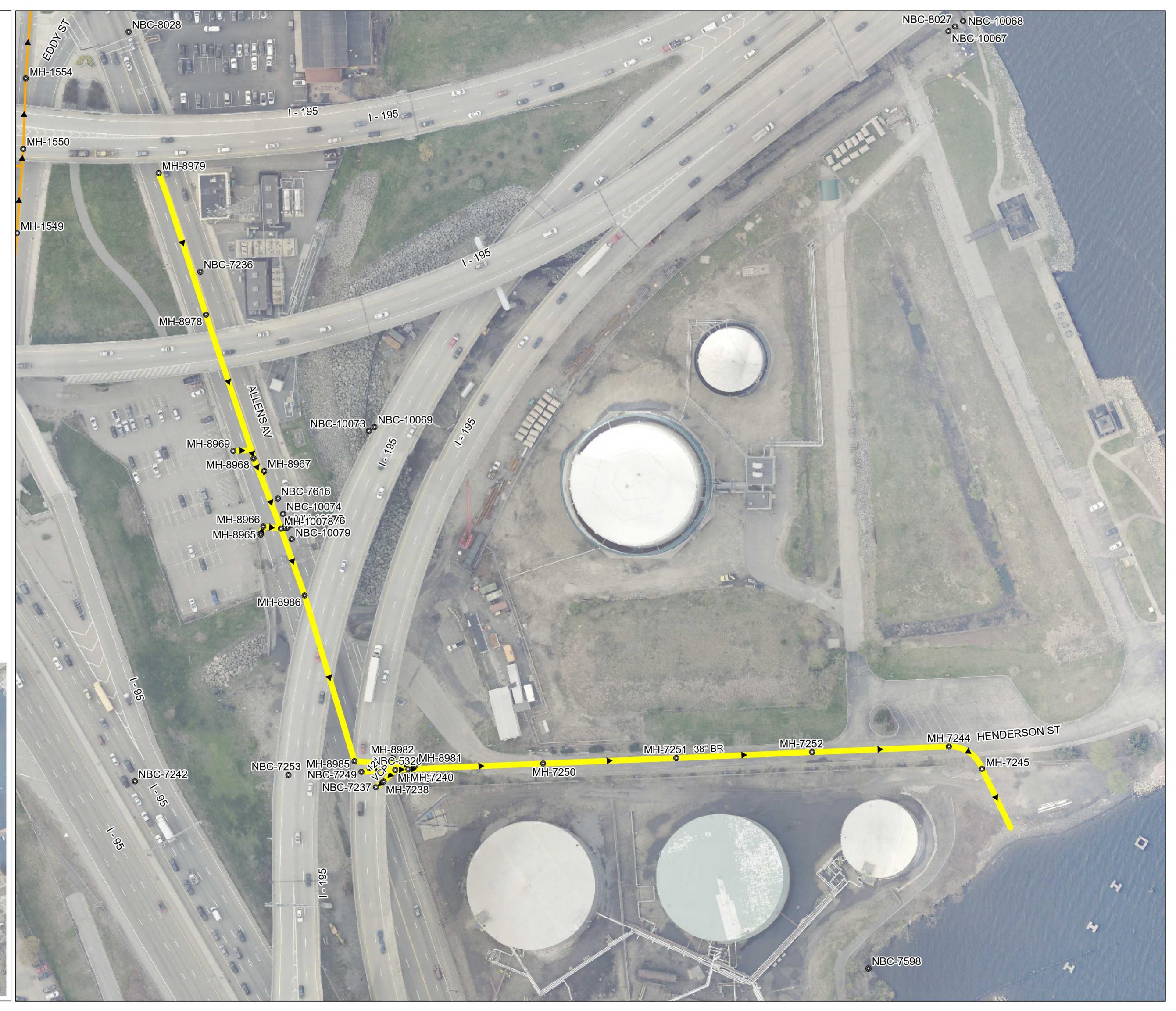
Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate







Legend

Proposed CCTV

- Combined
- 🕨 Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe

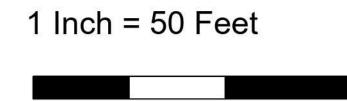
Do Not CCTV Previously Inspected

Do Not CCTV Previously Inspected

Additive Alternate

Additive Alternate

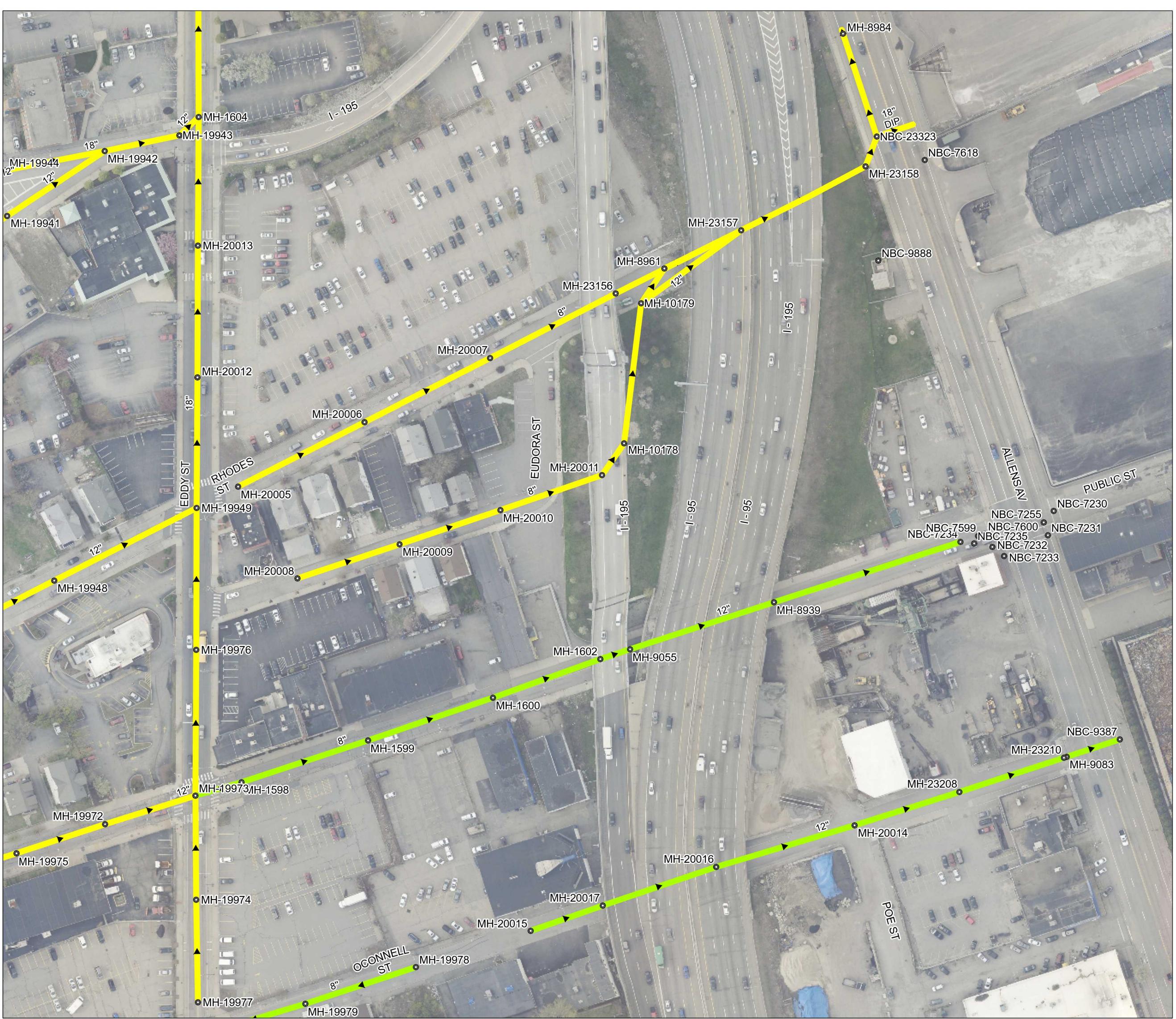




100



Feet

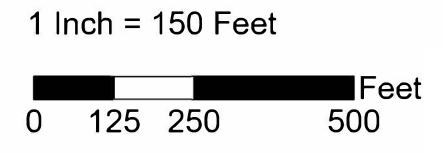


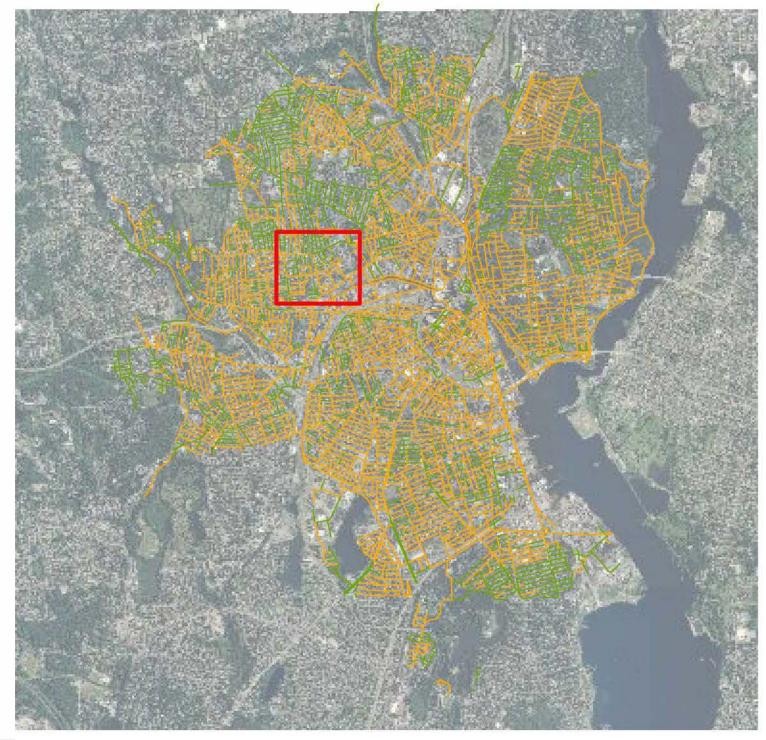
Legend

- ► Sanitary Pipe Combined Pipe Proposed CCTV
- Combined
- 🕨 Sanitary
- Stormwater

Diameter	Length (ft)	
VA Hospital Area		
8"	829	
12"	1043	
15"	35	
<mark>18"</mark>	220	
20"	1542	
22"	439	
30"	822	
33"	2631	
Area Total	7562	





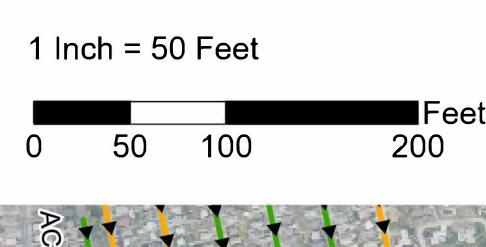


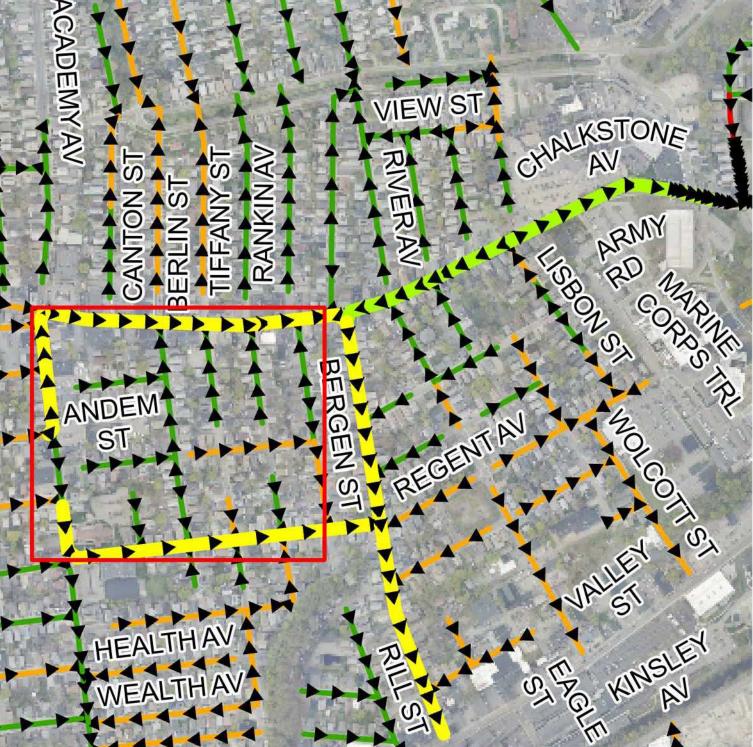


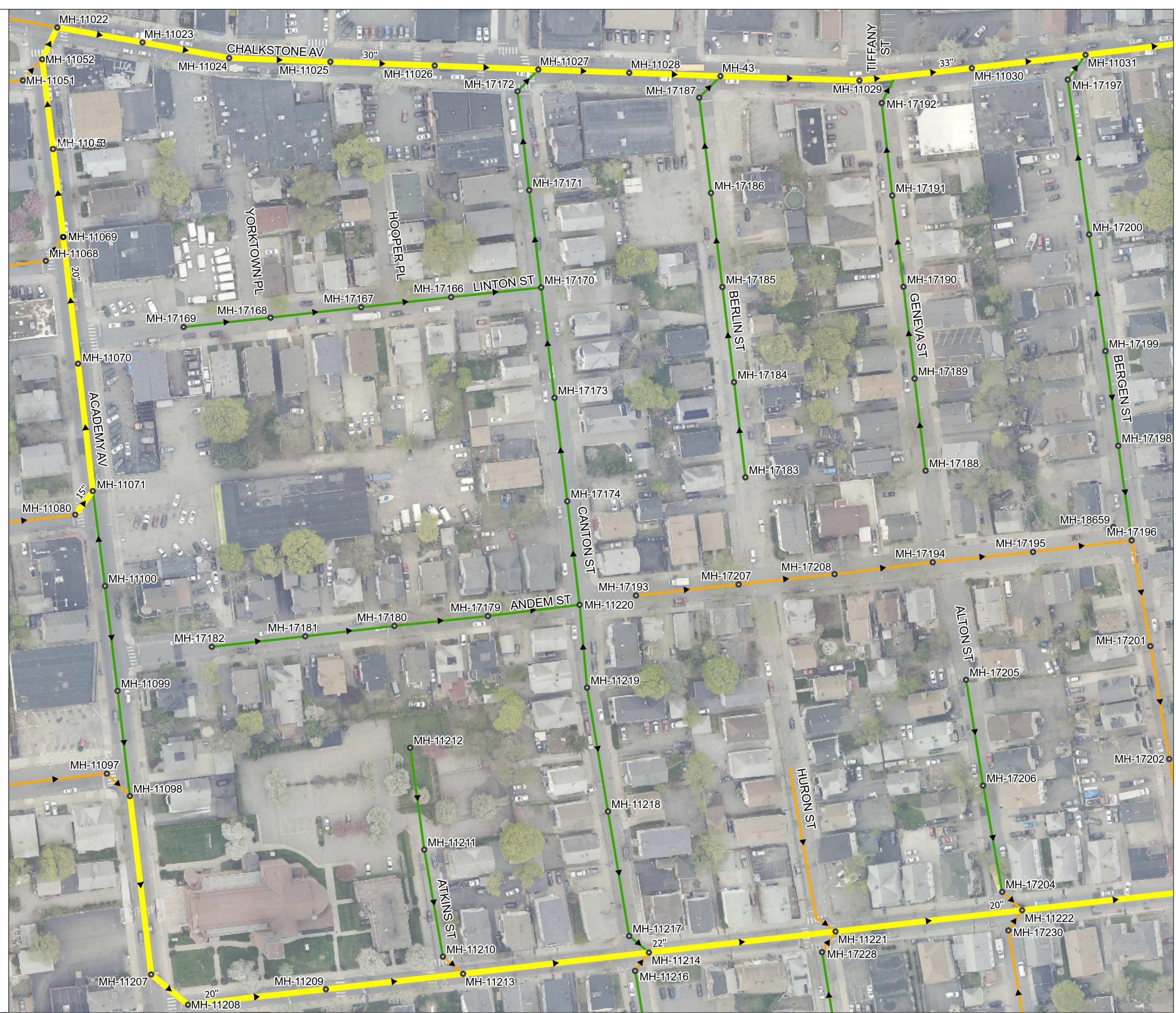
Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected



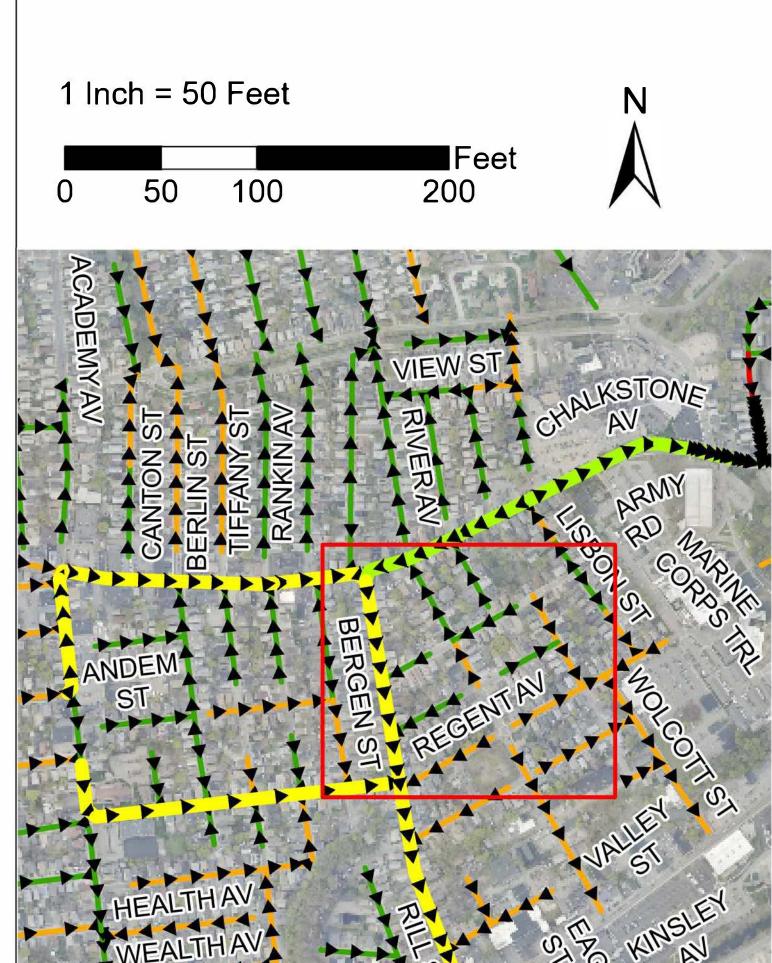




Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- ► Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected



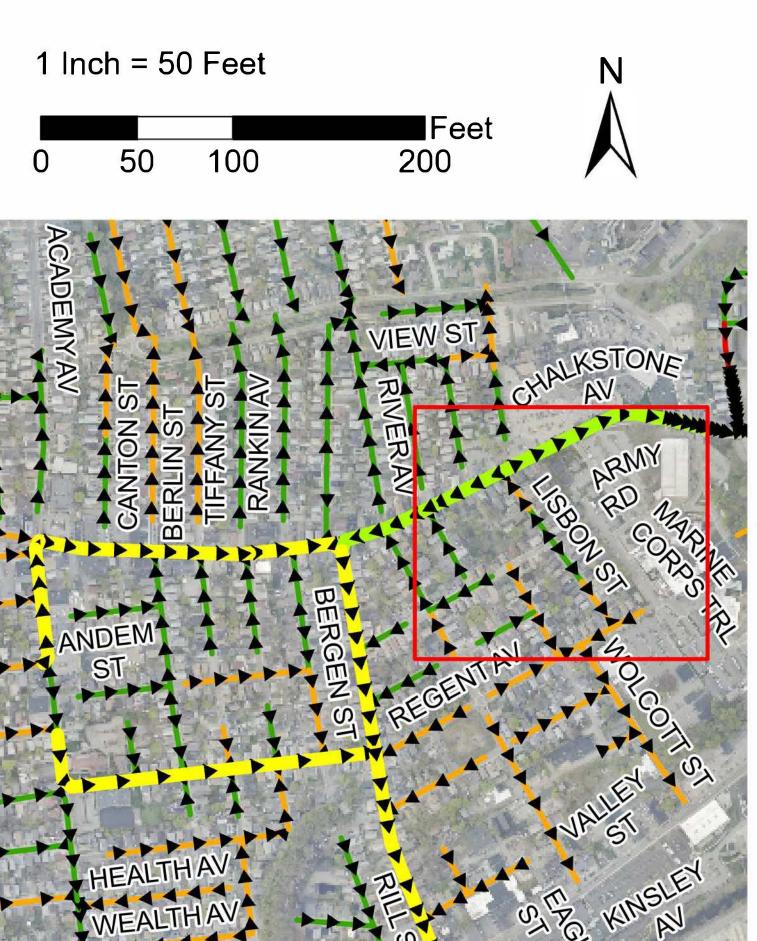




Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected

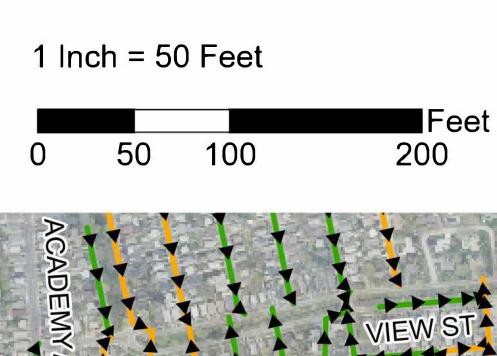


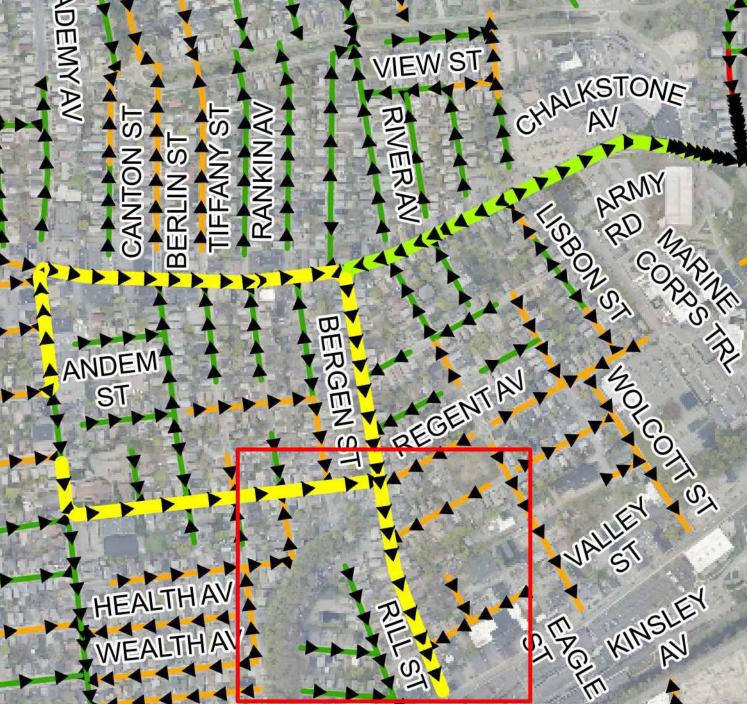


Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected







City of Providence 2022 Sewer System Evaluation & CCTV Inspection Wayland Ave

Diameter Length (ft)

Wayland Ave

654

654

15"

Area Total

Legend

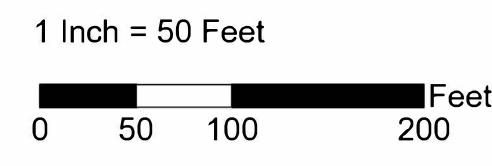
Proposed CCTV

- Combined
- Sanitary
- Stormwater

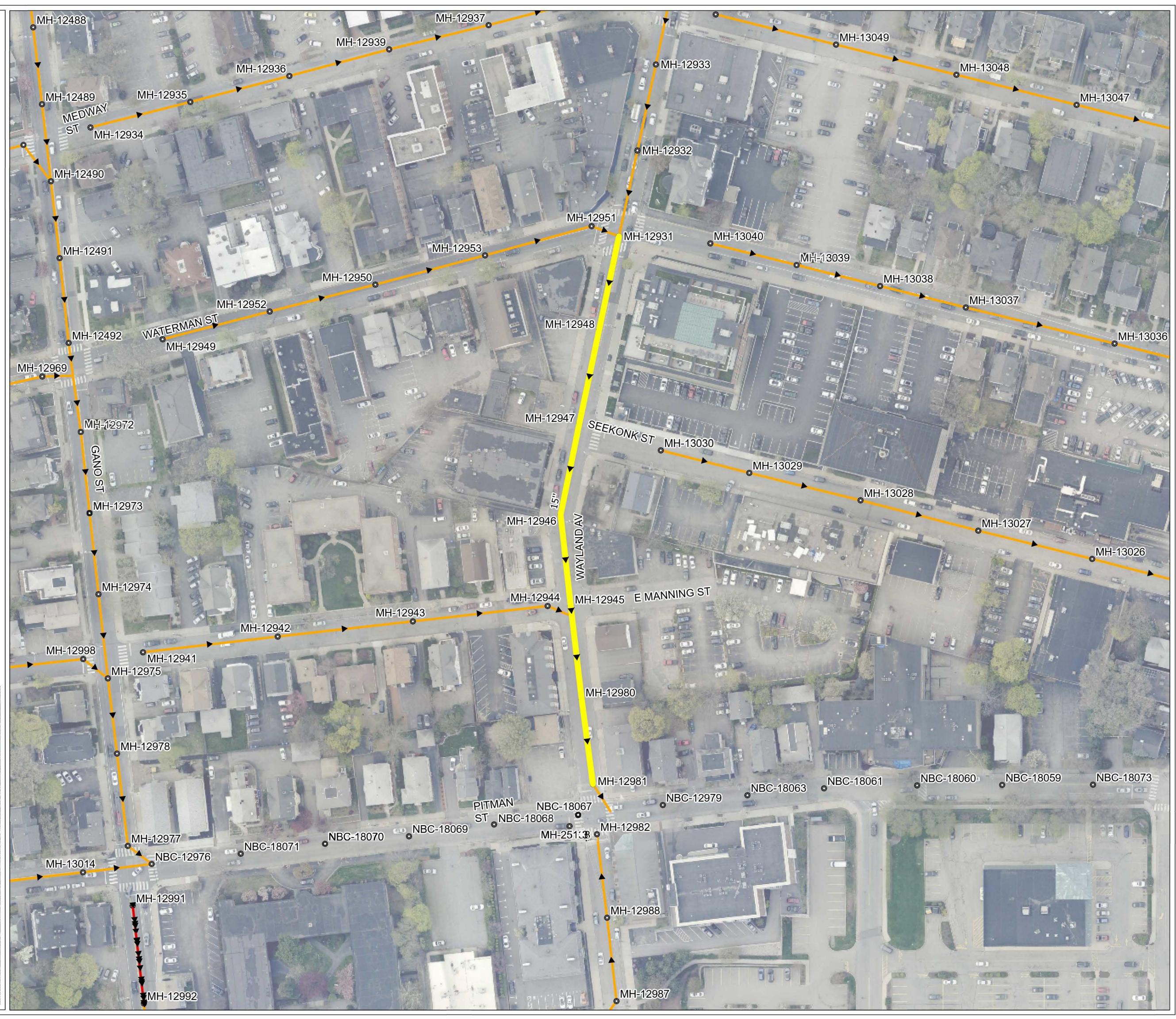
Sewer Pipes

- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected









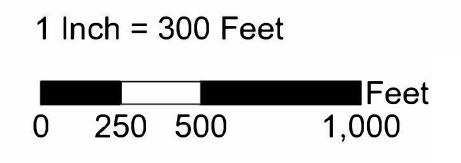
Legend

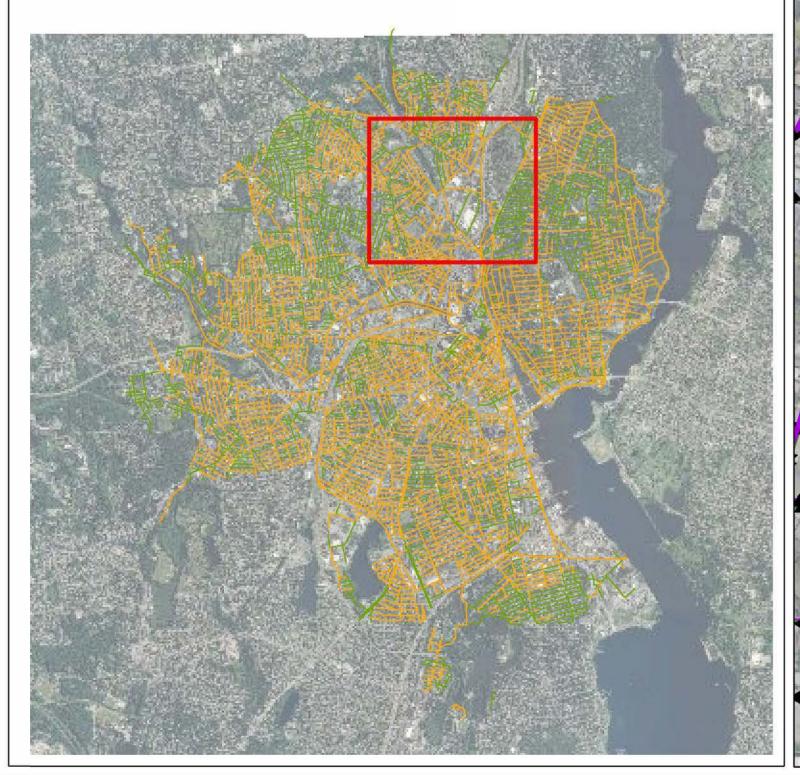
Proposed CCTV

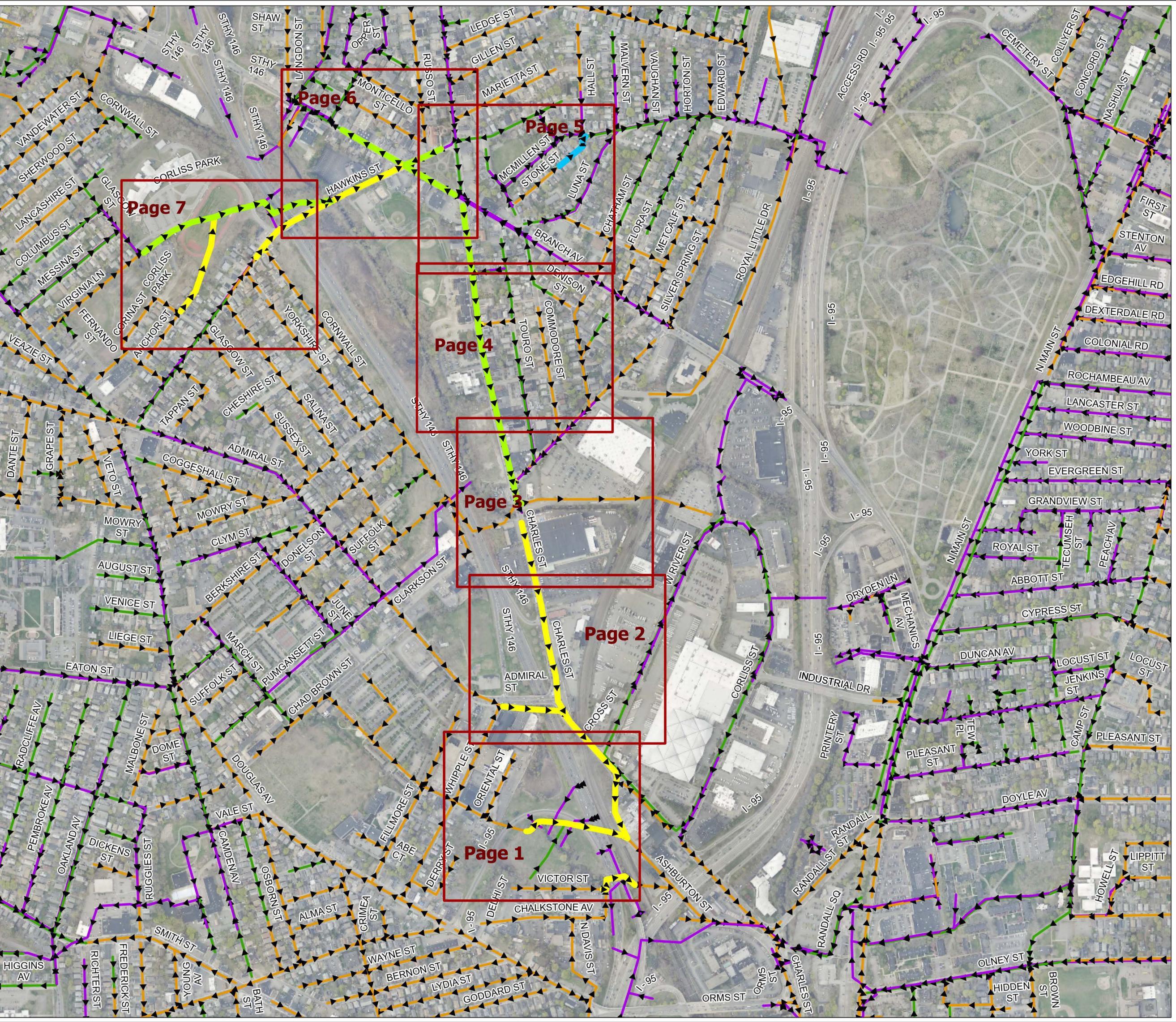
- Combined
- ► Sanitary
- Stormwater
- Sewer Pipes
- Combined
- + Sanitary
- ► Stormwater

Diameter	Length (ft)
Charles St	
12"	4692
15"	1047
<mark>16"</mark>	578
22"	299
26"	431
26X39 BR	229
36"	221
48"	752
Unknown	
Drainage Diameter	101
Area Total	8349







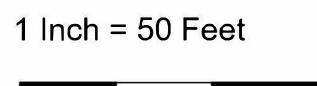


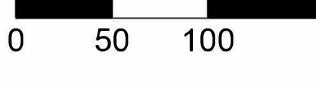
Legend

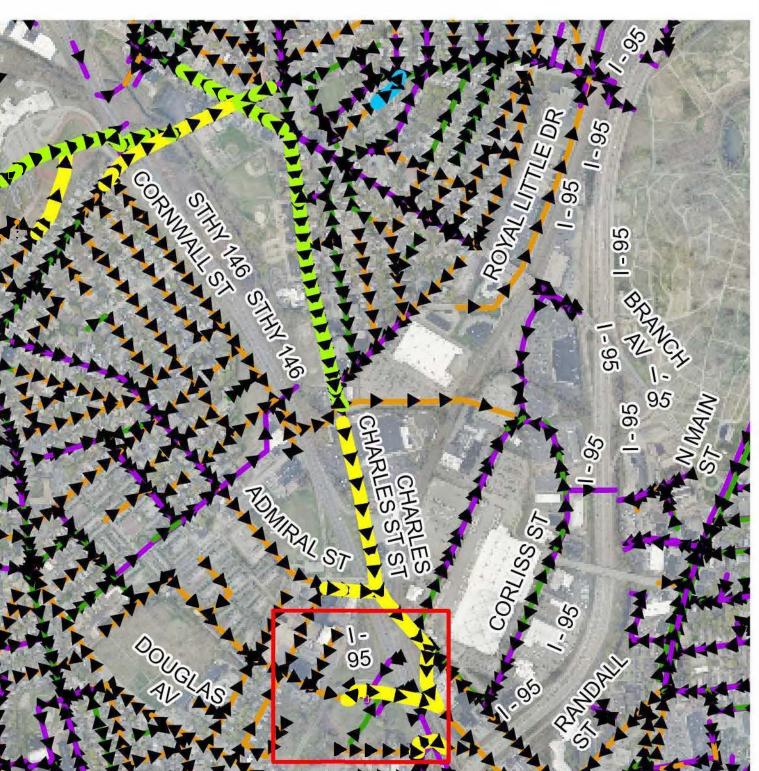
Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- ► Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected



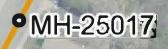






Feet

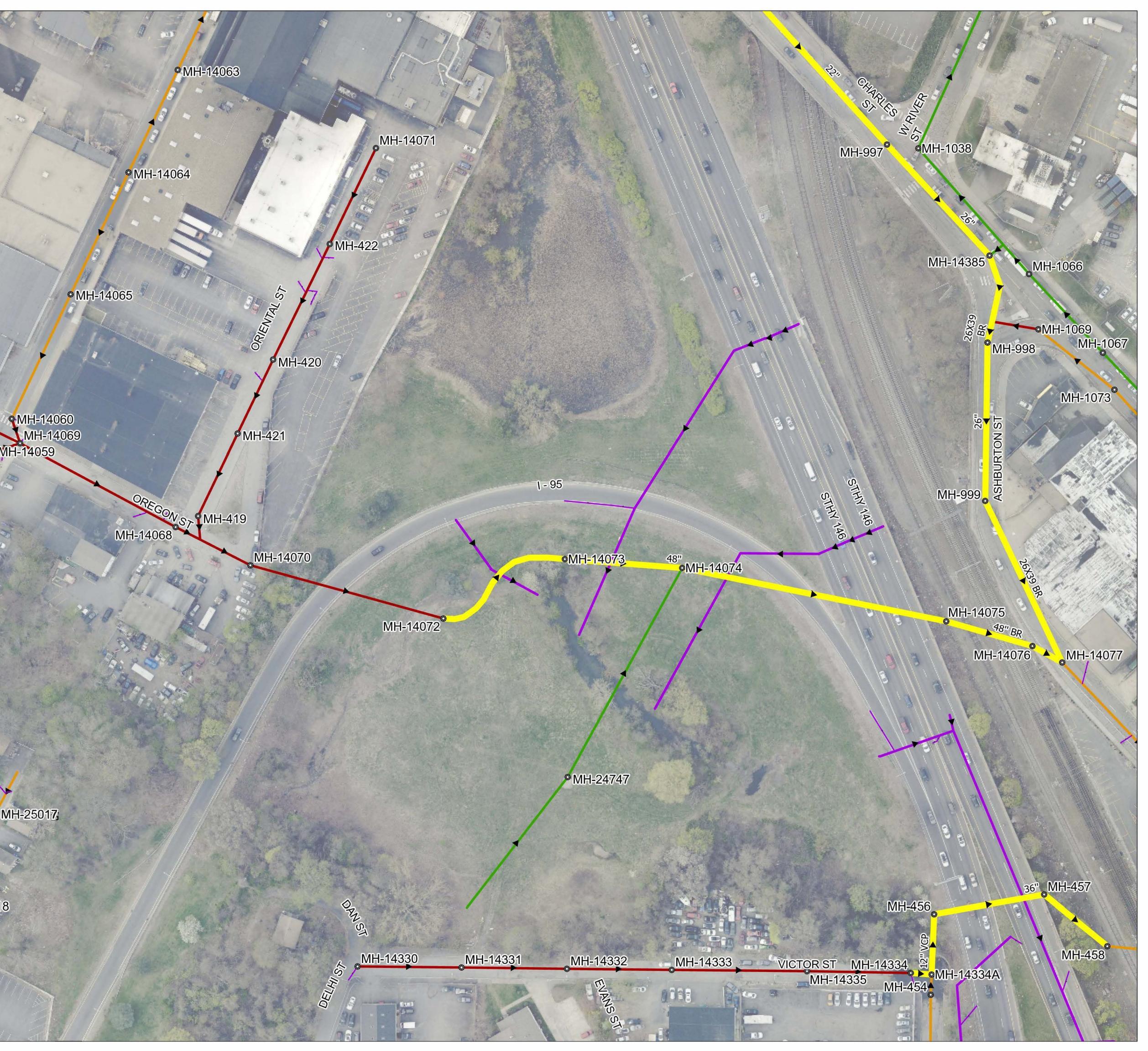
200



[©]MH-25018

5

HIPPLE

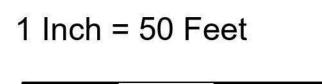


Legend

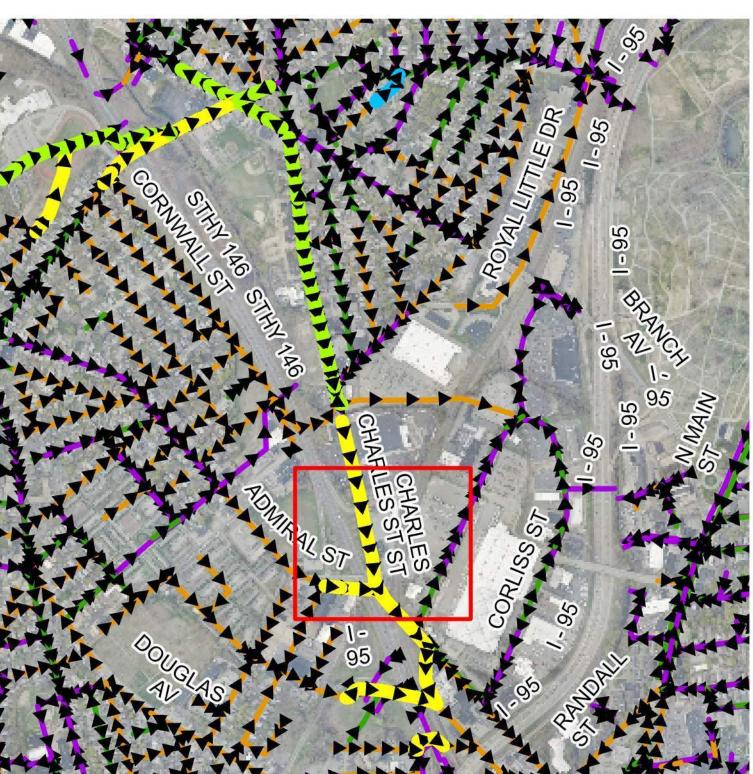
Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected









Feet

200



MH-1044

WRIVER

MH-1048

MH-1046

MH-1045

©MH-1047

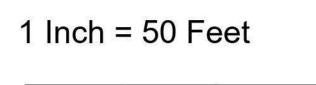
• MH-1049

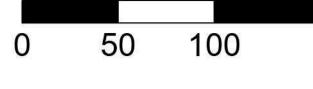
Legend

Proposed CCTV

- Combined
- 🕨 Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected

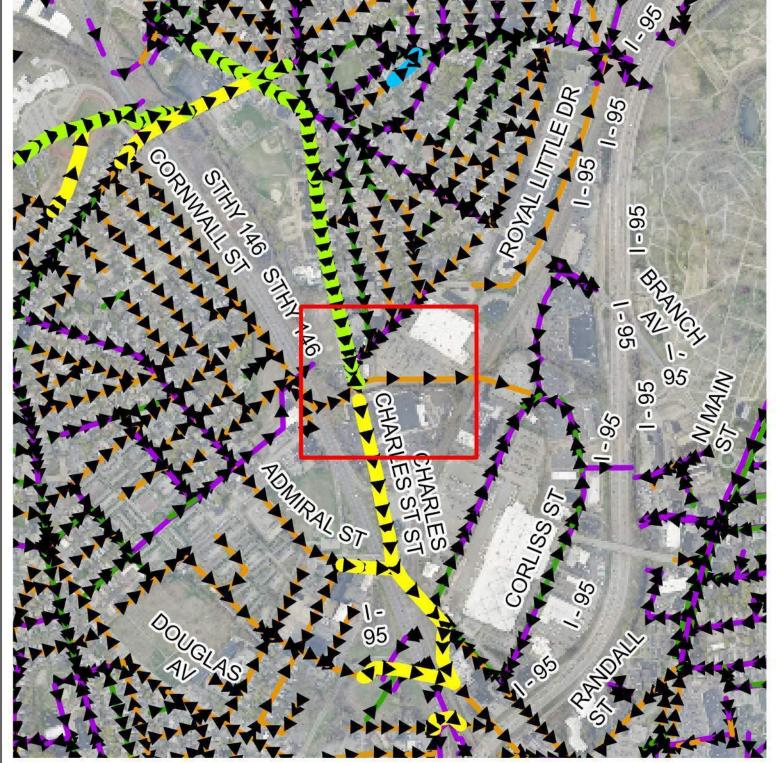








Feet



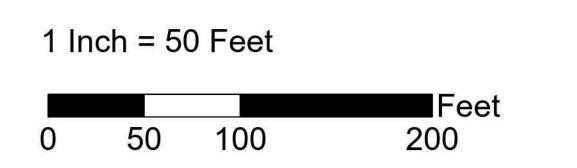


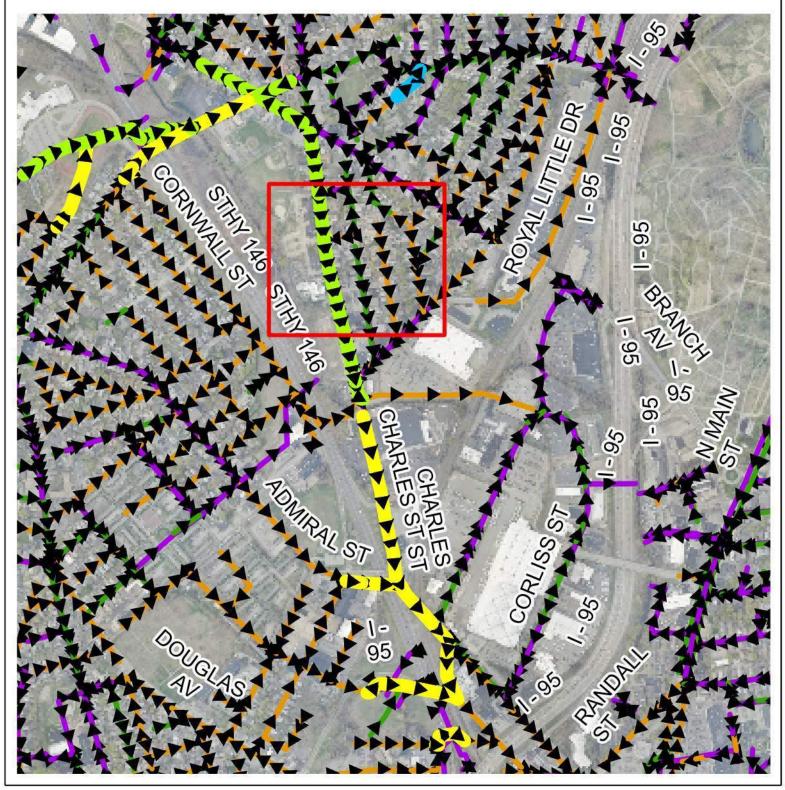
Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected









MH-14644 BRANCHAU MH-18398 MH-14643 MH-18539 MH-18395 MH-14678 MH-18538 MH-18393 [©]MH-18531 ------CHATHAM ST MH-14679 ら^のMH-18532 8³ MH-18533 MH-14680 MH-18537 MH-18534 • MH-14681 MH-18535 MH-14675 MH-18536 MH-14686 MH-14677 MH-14685

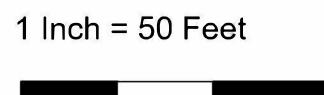
。MH-14676

Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- ► Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected

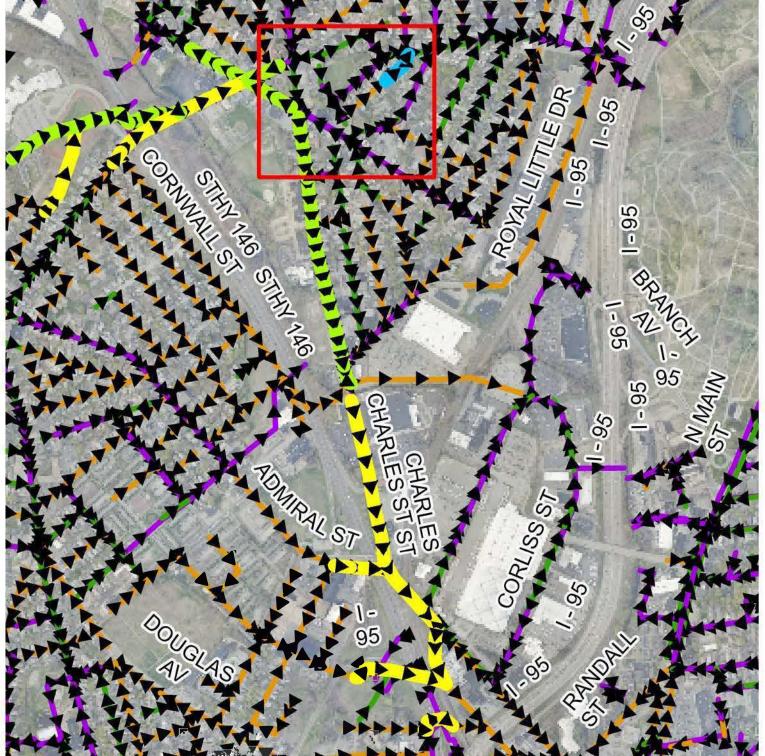


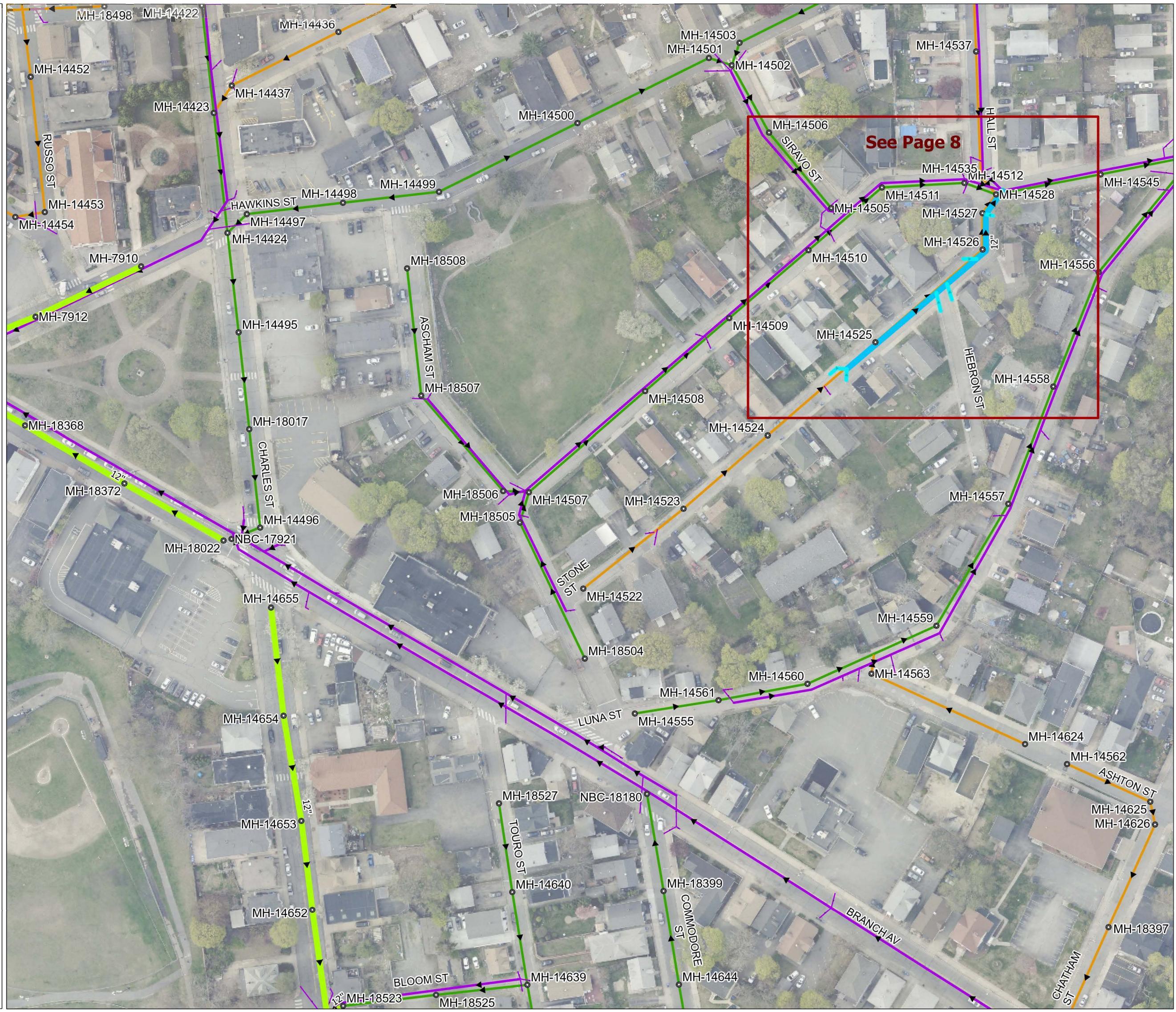






Feet



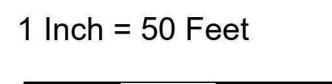


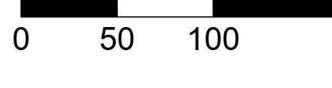
Legend

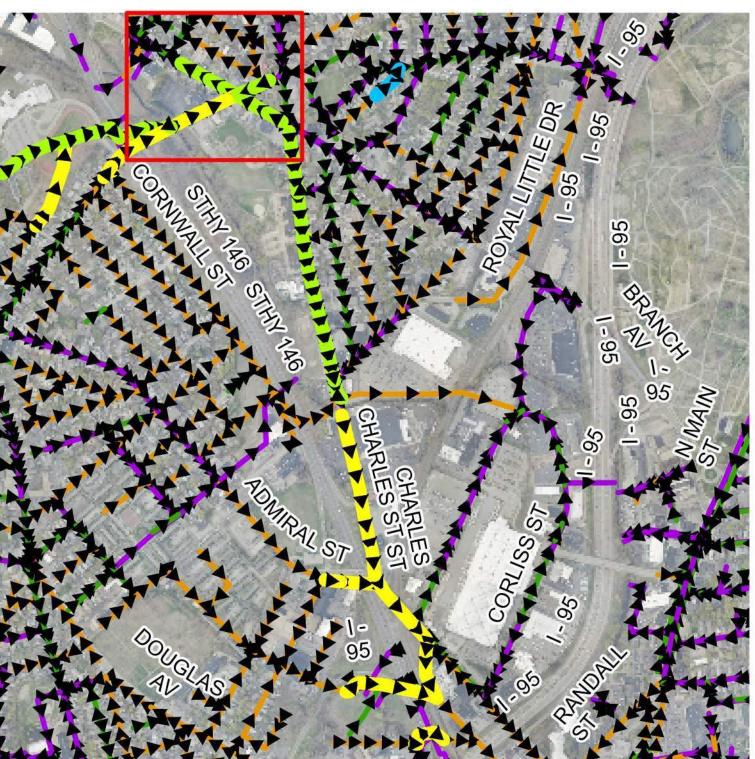
Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected

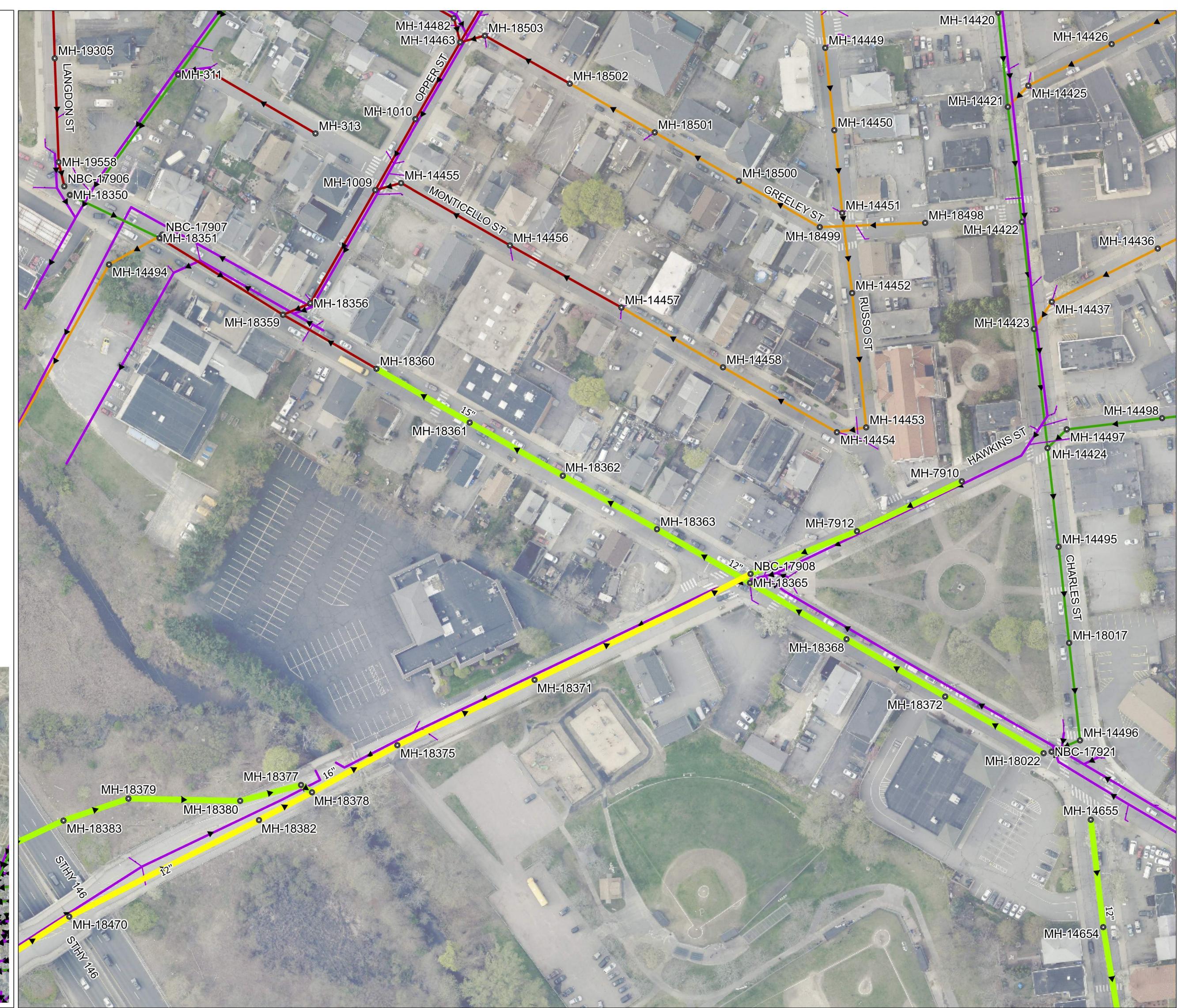








Feet

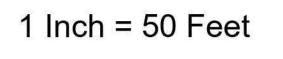


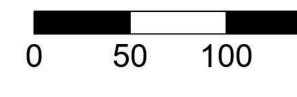
Legend

Proposed CCTV

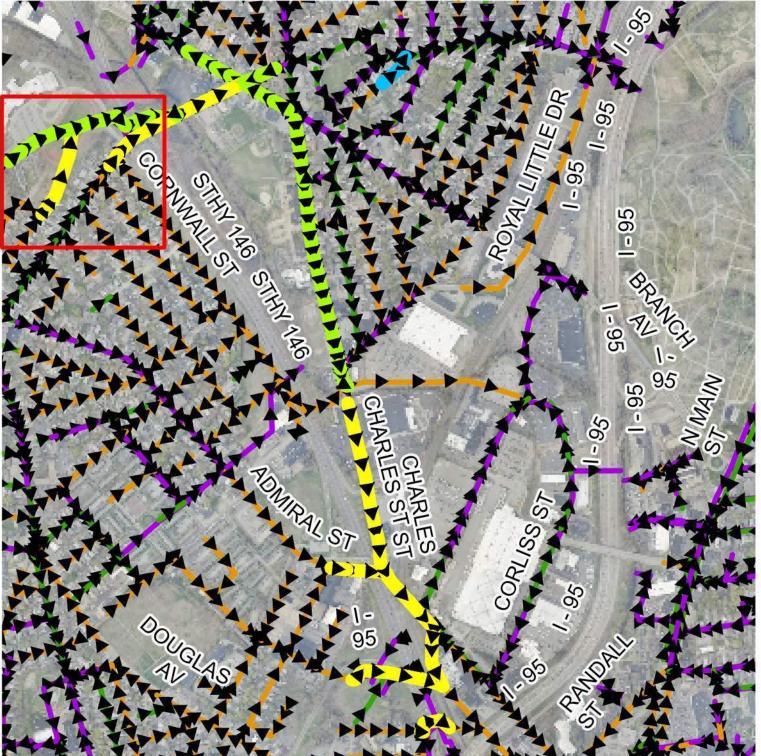
- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected













MH-16321

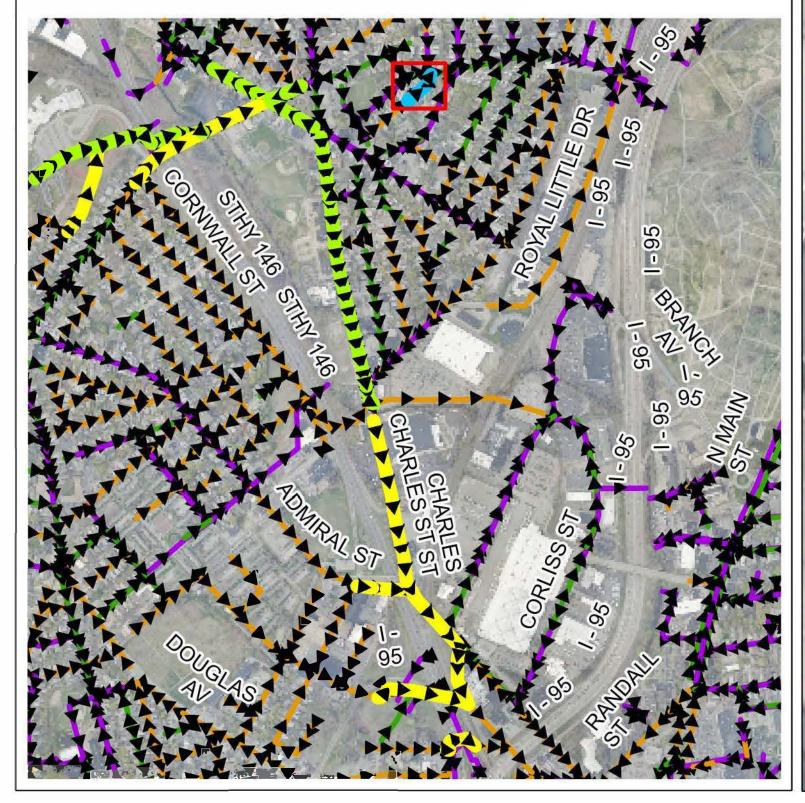
Legend

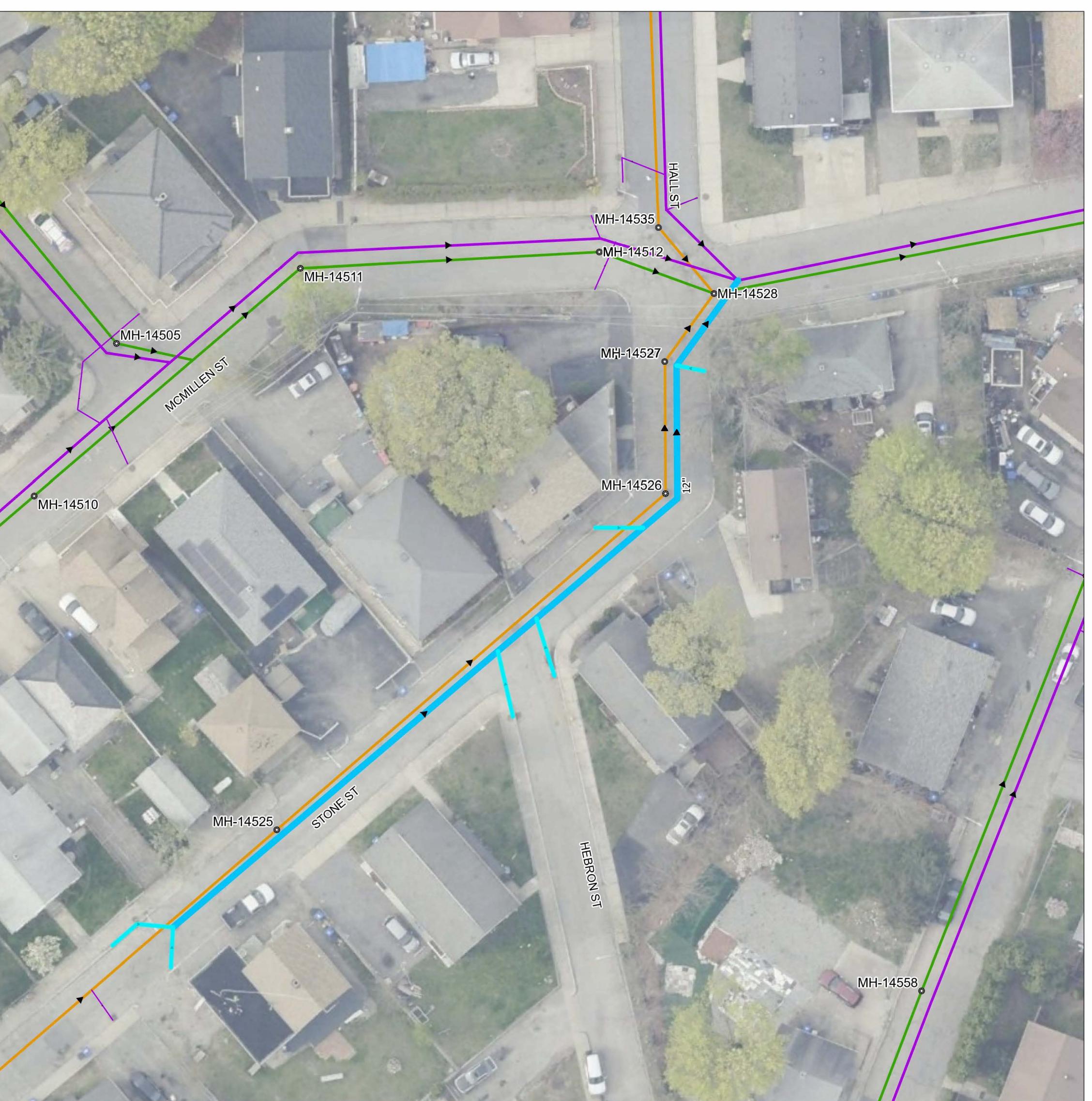
Proposed CCTV

- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected









City of Providence 2022 Sewer System Evaluation & CCTV Inspection Pavilion Ave at Eddy St

DiameterLength (ft)Pavilion Ave at Eddy St

81 **81**

Ν

Unknown Drainage

Diameter

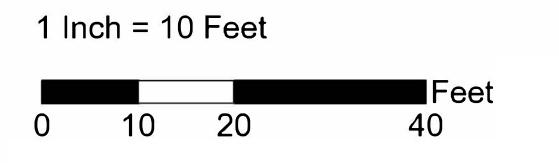
Area Total

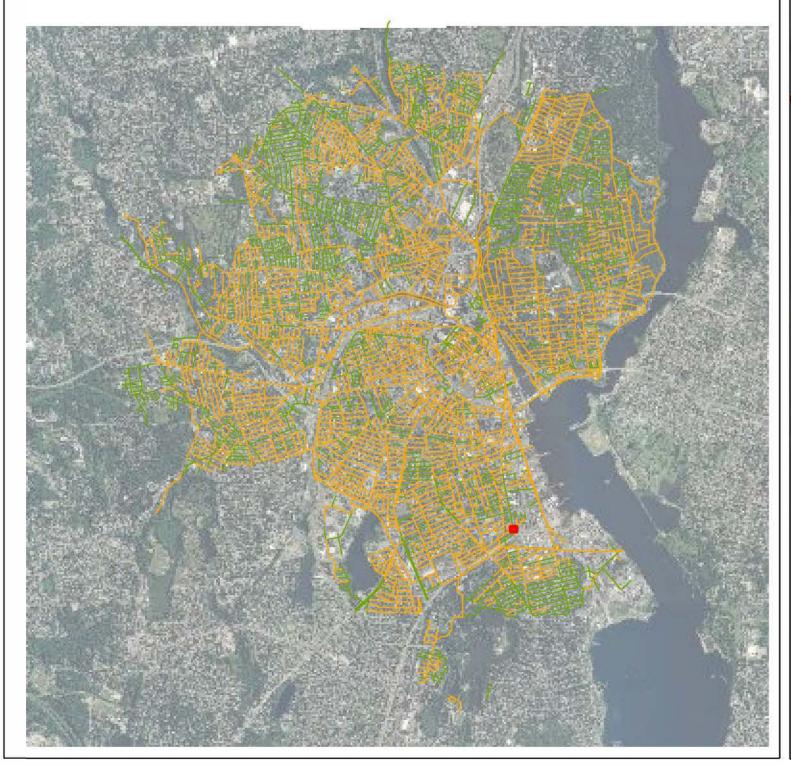
Legend

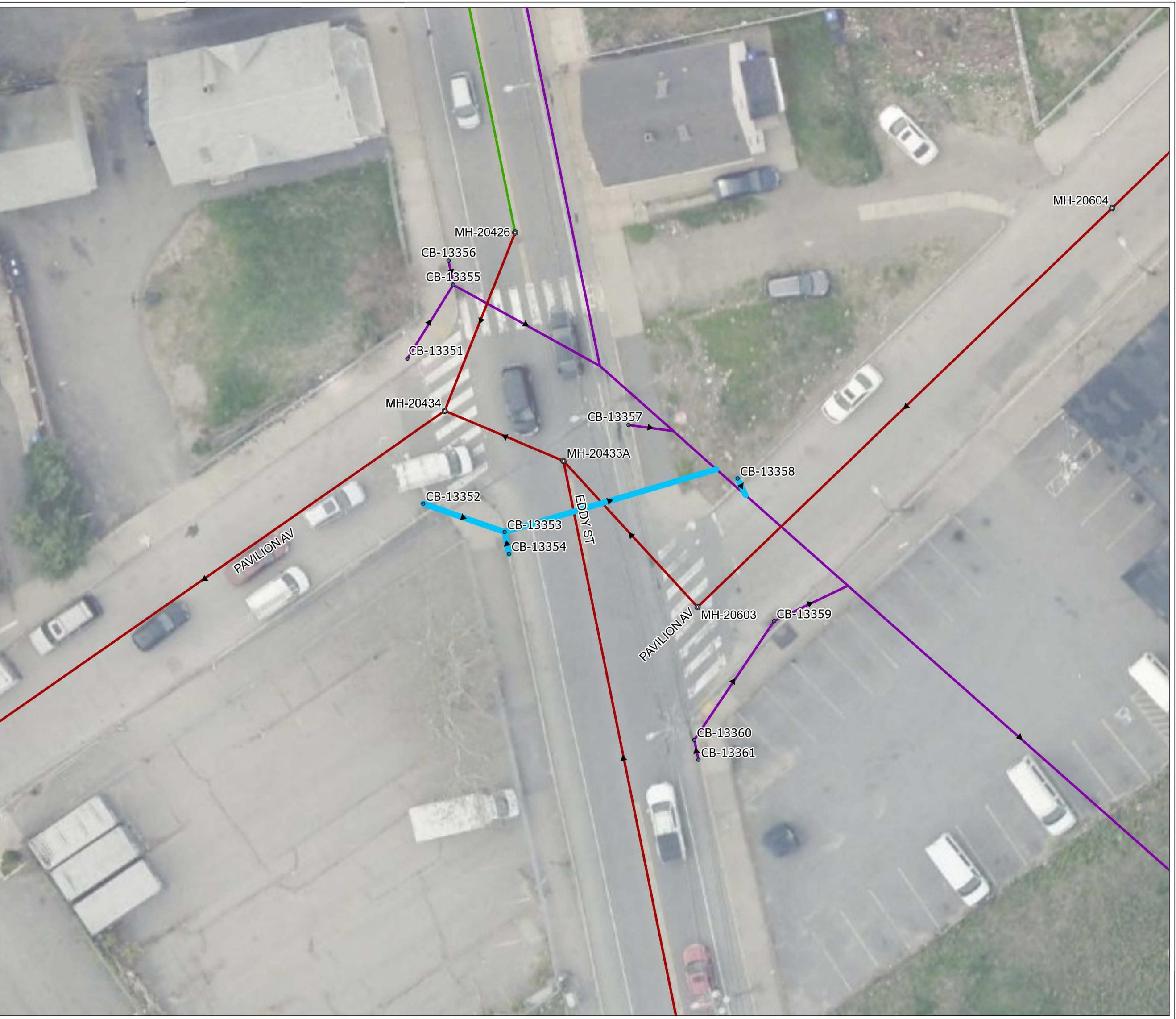
Proposed CCTV

- Combined
- 💌 Sanitary
- Stormwater
- Sewer Pipe
- Combined
- Sanitary
- Stormwater
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected









Legend

Proposed CCTV

- Combined
- 🕨 Sanitary
- 🗪 Stormwater
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe

Diameter	Length (ft)	
West End		
8"	2928	
12"	17385	
15"	1311	
16"	282	
18"	1862	
20"	684	
Area Total	24452	

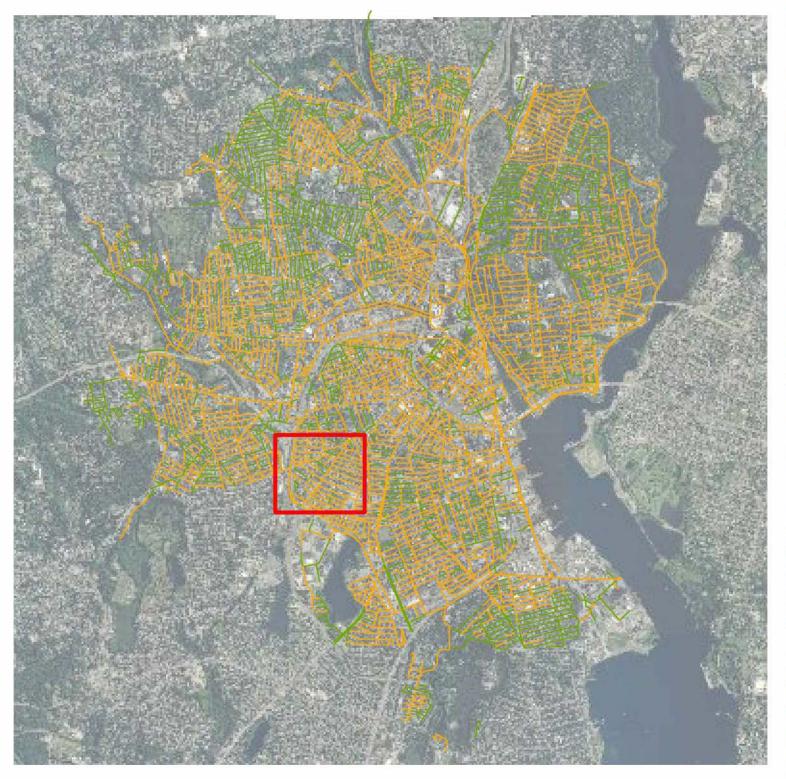


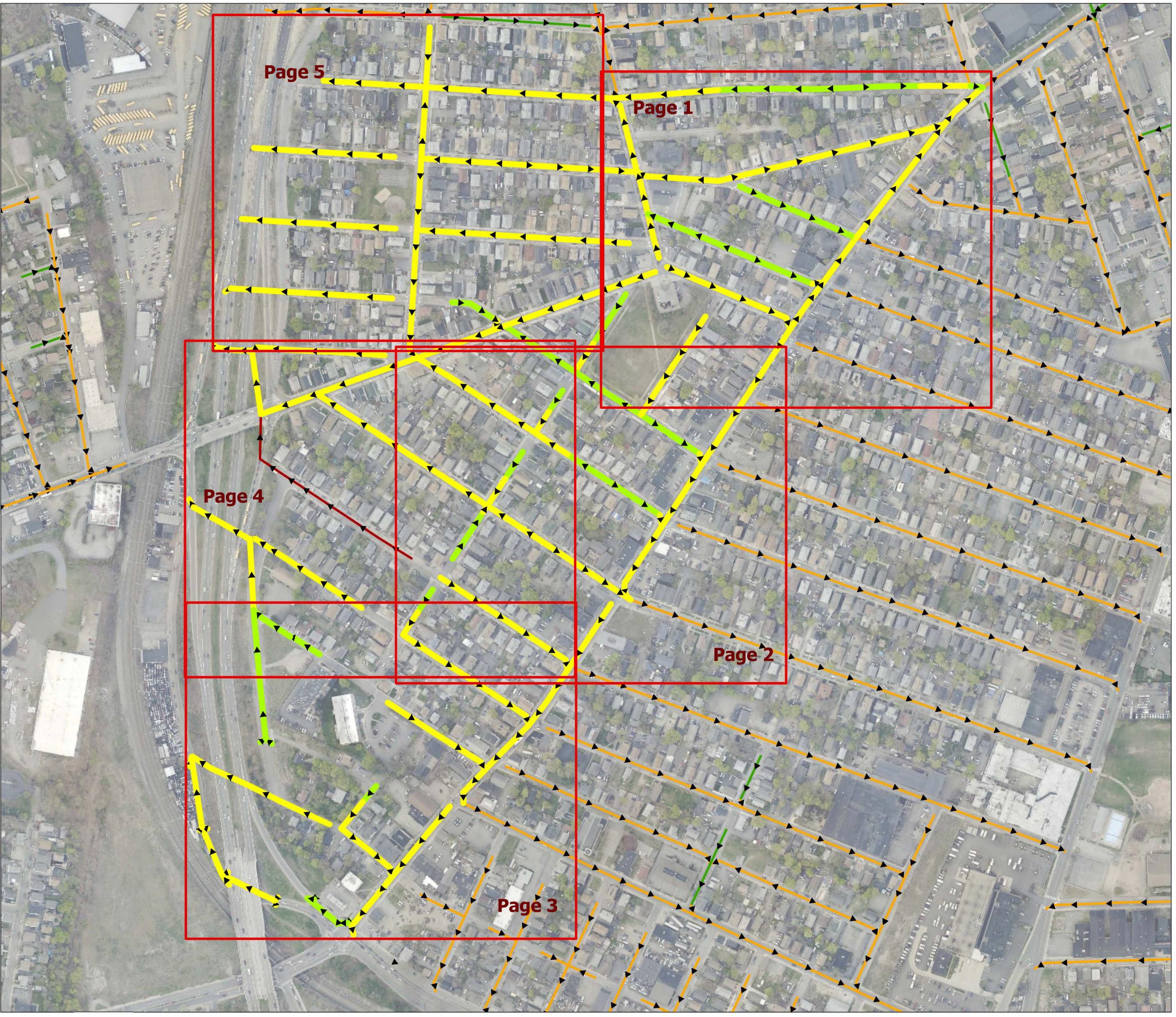


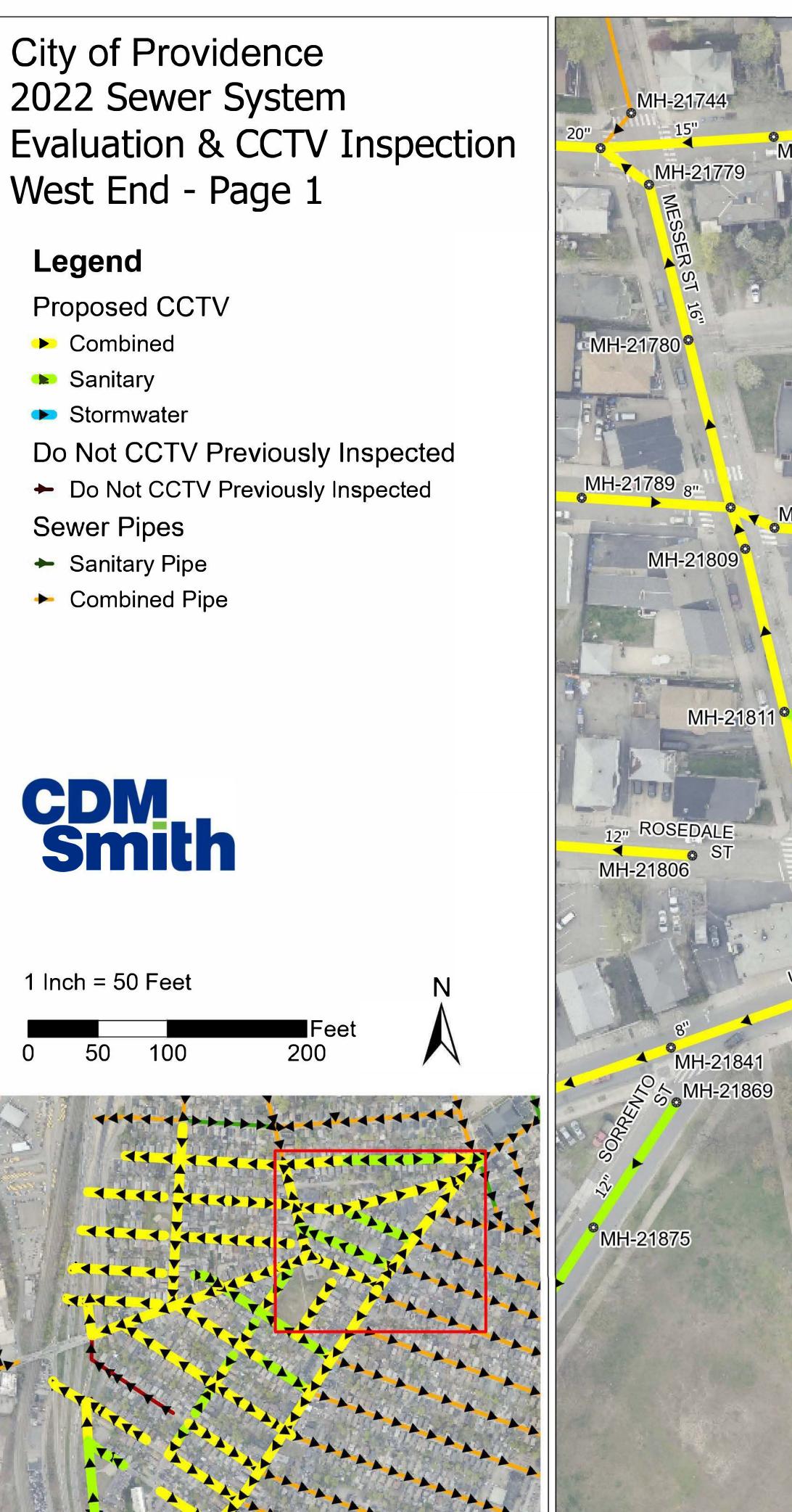
0 150 300



Feet







12" ROSEDALE MH-21806 ST

MH-21841

^{°°}MH-21875

MH-218773



MH-21827

Legend

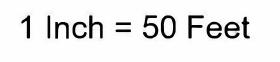
Proposed CCTV

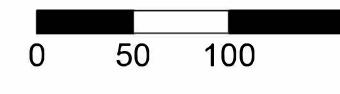
- Combined
- 🗪 Sanitary
- Stormwater

Do Not CCTV Previously Inspected

- Do Not CCTV Previously Inspected
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe



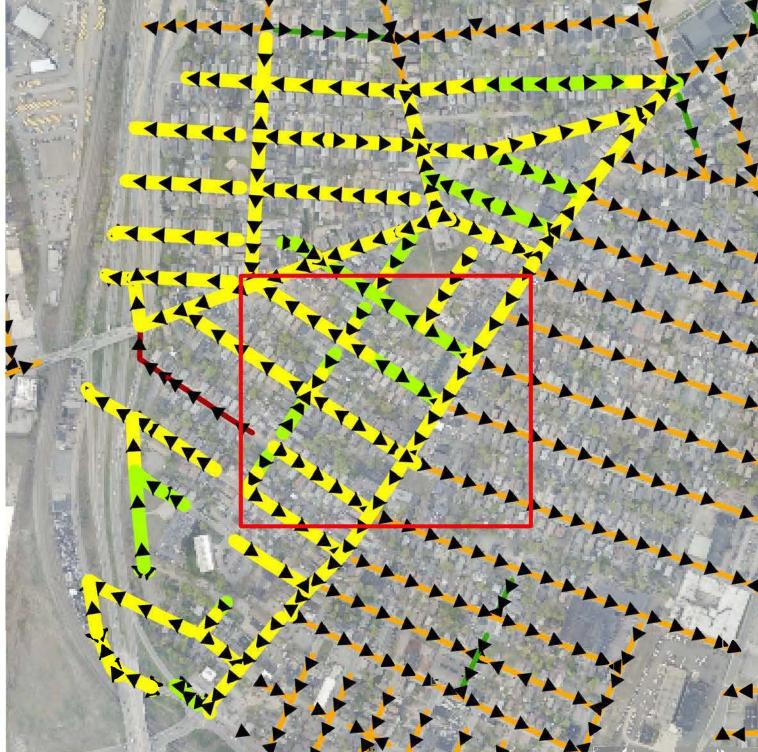




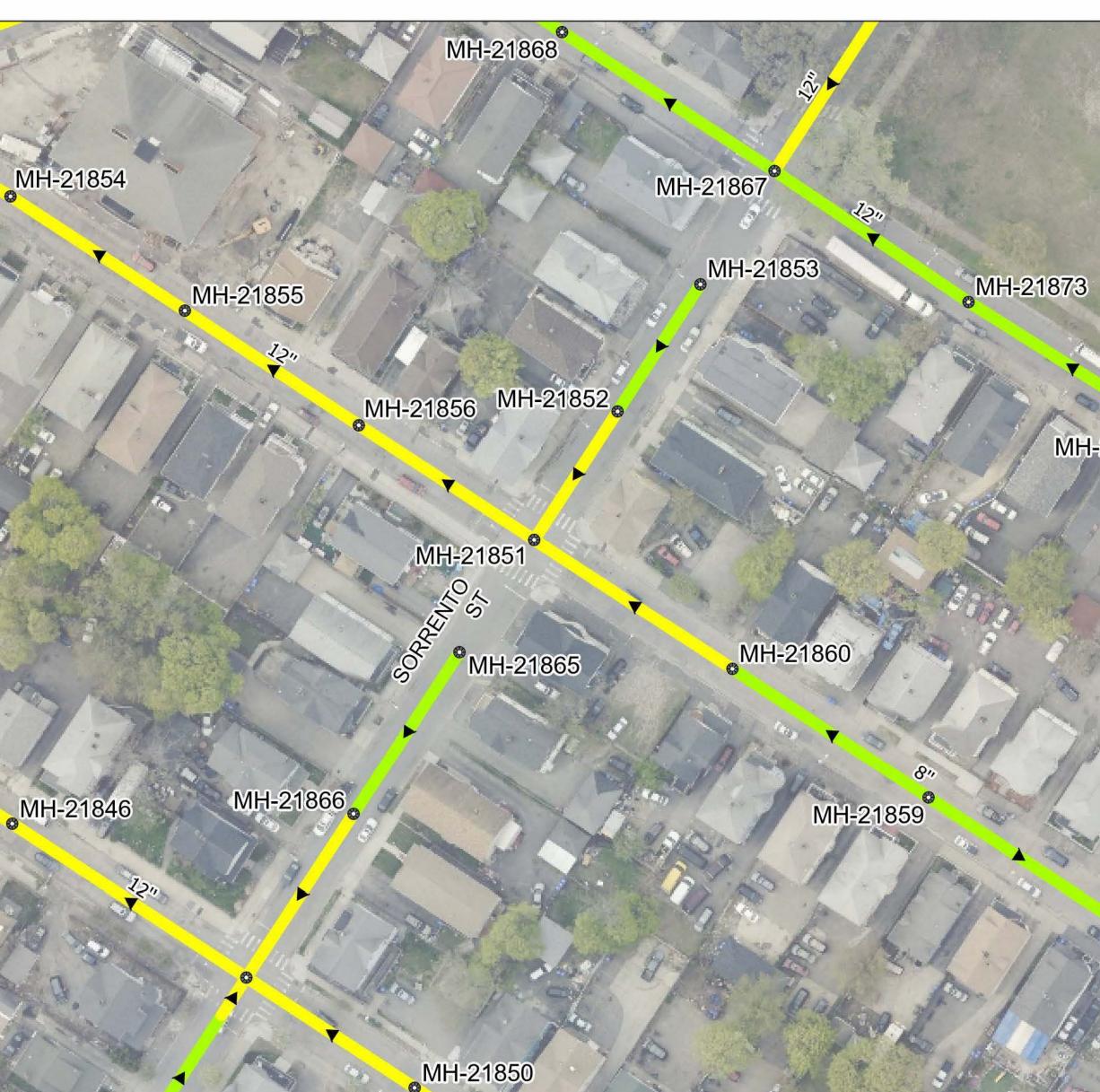


Feet

200







[©]MH-22922

MH-21924

MH-22921

MH-21907

MH-21908

MH-21909

MH-21923

MH-21882

MH-21881

MH-3381

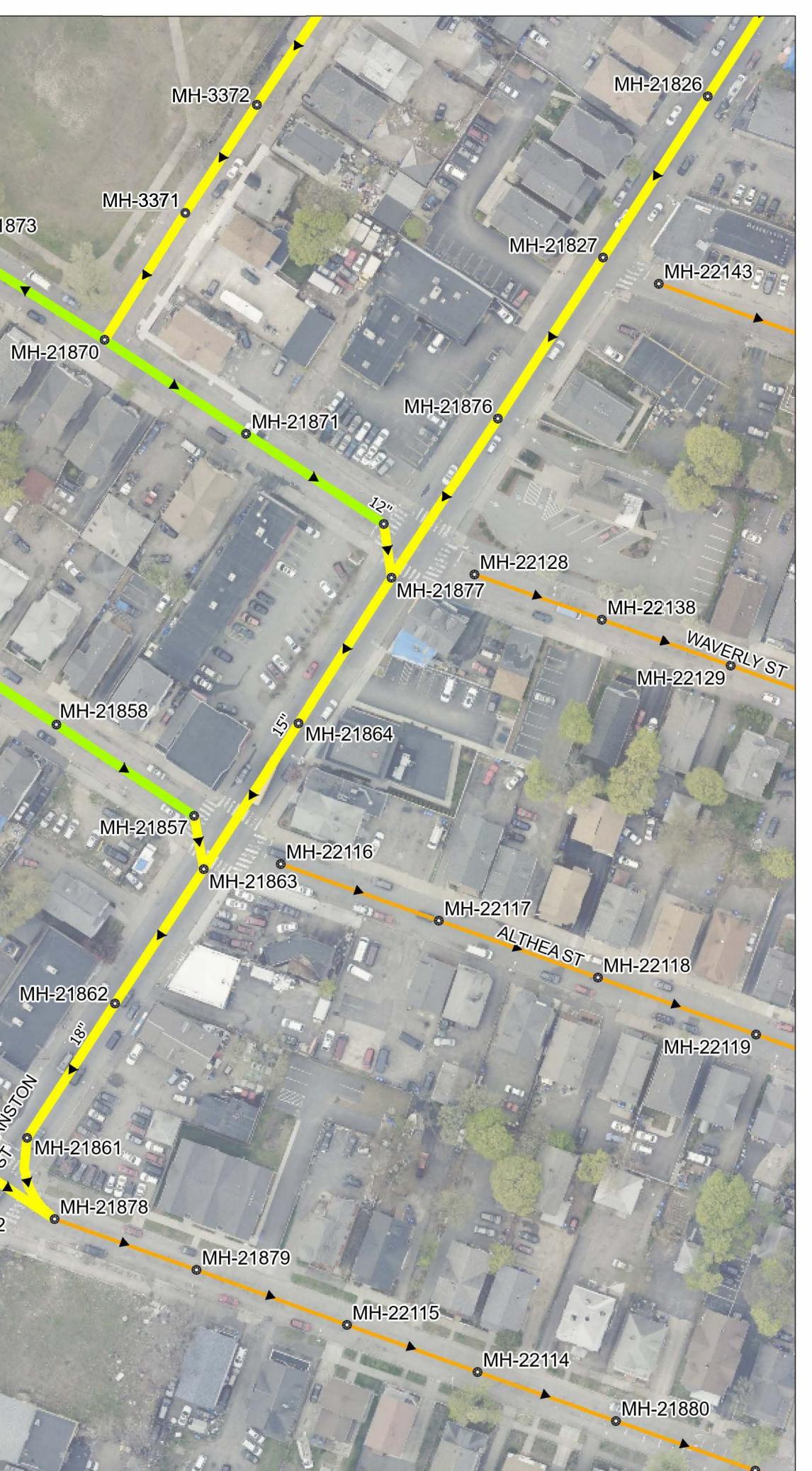
MH-21922

MH-22091

MH-22092

SZAN

MH-21916



Legend

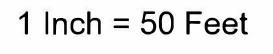
Proposed CCTV

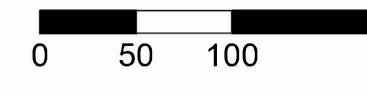
- Combined
- Sanitary
- Stormwater

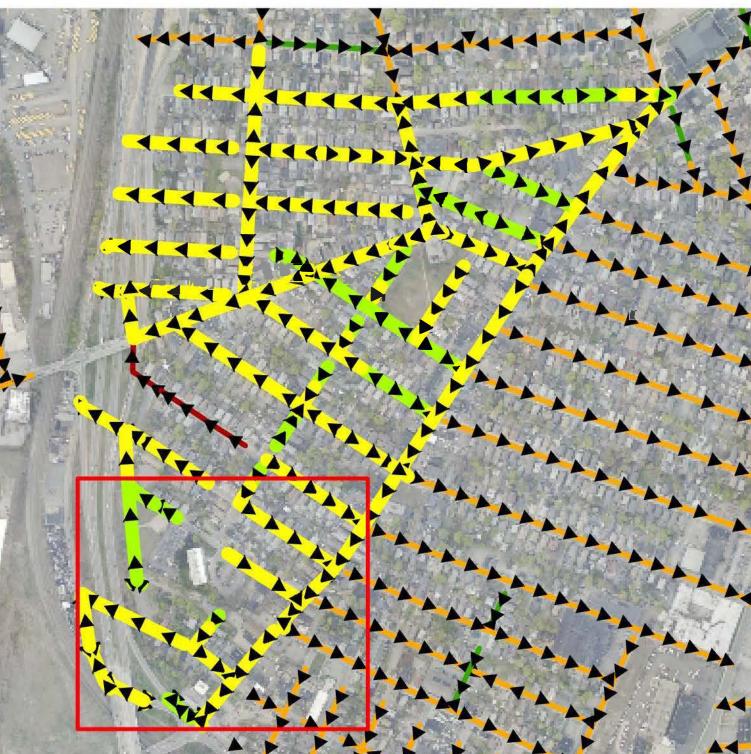
Do Not CCTV Previously Inspected

- Do Not CCTV Previously Inspected
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe









Feet

200



NBC-7268 @ NBC-9029

MH-21907 MH-21908

> STALD MH-21909

MH-21921

MH-21916

MH-21915

MH-21912

MH-21914

MH-22082

MH-24944

MH-2

MH-3382

MH-22067 MH-24945 🖌

⁹MH-21926

MH-22068 BENEDICT ST

MH-21927

MH-21928 MH-21935

MH-22051

MH-22050

MH-22049

MH-22069

MH-21943

_oMH-21942

PUR 9 MH-21944

MH-21937

^oMH-21941

MINIGRET

⁹MH-21938

Legend

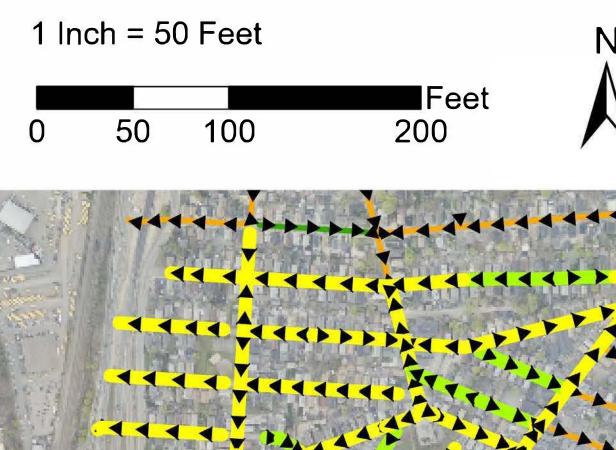
Proposed CCTV

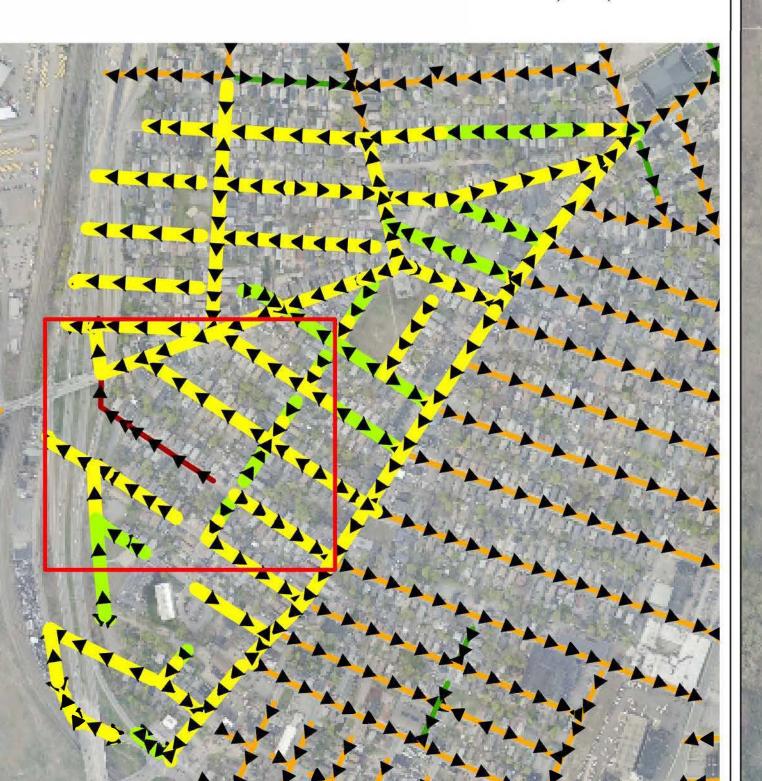
- Combined
- 🗪 Sanitary
- Stormwater

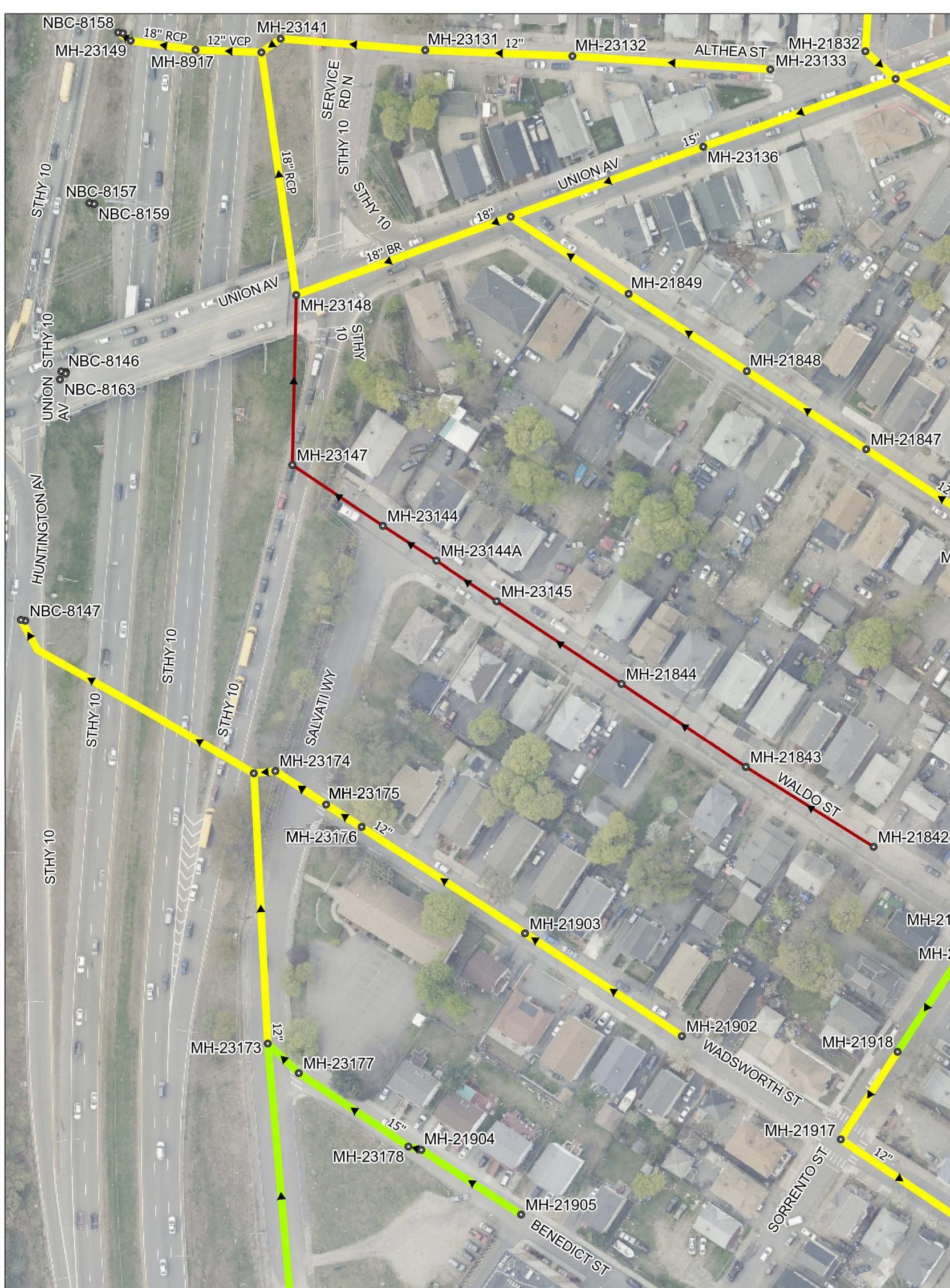
Do Not CCTV Previously Inspected

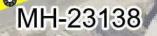
- Do Not CCTV Previously Inspected
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe











MH-21868

MH-21854

MH-21855

MH-21853

MH-21856 MH-21852

MH-21851

MH-21865

MH-21860

MH-21866

MH-21846

MH-21850

🖏 ^омн-22922

MH-21924

MH-21882

MH-21842 MH-22921

MH-23392 MH-21920 o MH-21919

MH-21906

MH-21907

MH-21908

MH-21909

MH-21921

Legend

Proposed CCTV

- Combined
- Sanitary
- Stormwater

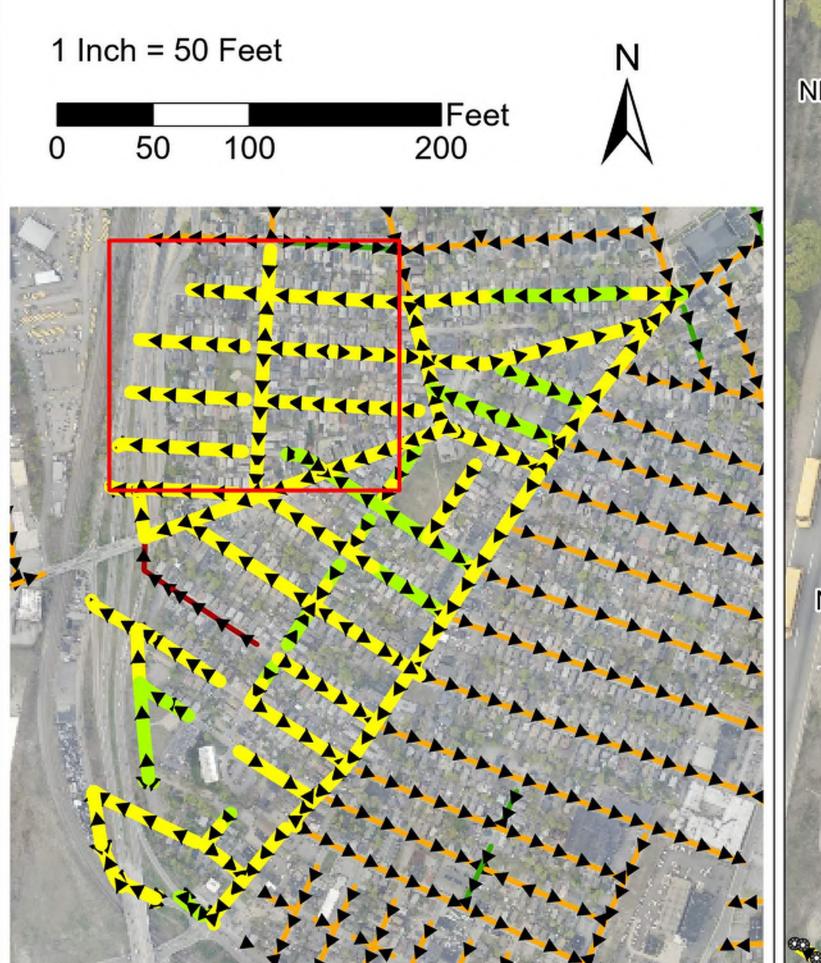
Do Not CCTV Previously Inspected

Do Not CCTV Previously Inspected

Sewer Pipes

- Sanitary Pipe
- Combined Pipe







City of Providence 2022 Sewer System **Evaluation & CCTV Inspection** Molter Street

Diameter

12"

20"

24"

Unknown Drainage

Diameter

Area Total

Molter Street

Length (ft)

1088

250

127

44

1509

Legend

Proposed CCTV

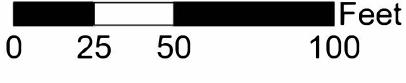
- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Combined
- Sanitary
- ✦ Stormwater

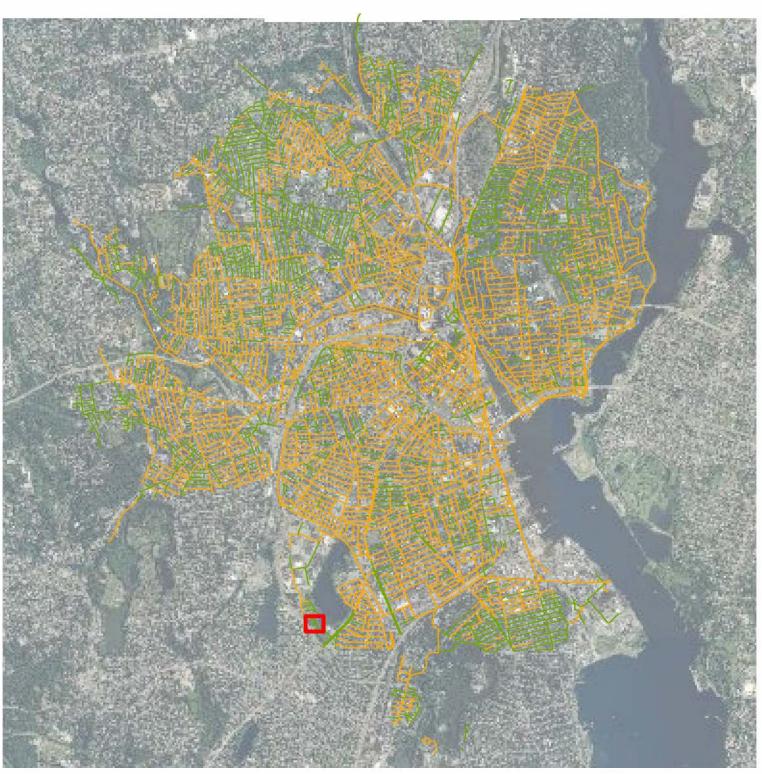
Do Not CCTV Previously Inspected

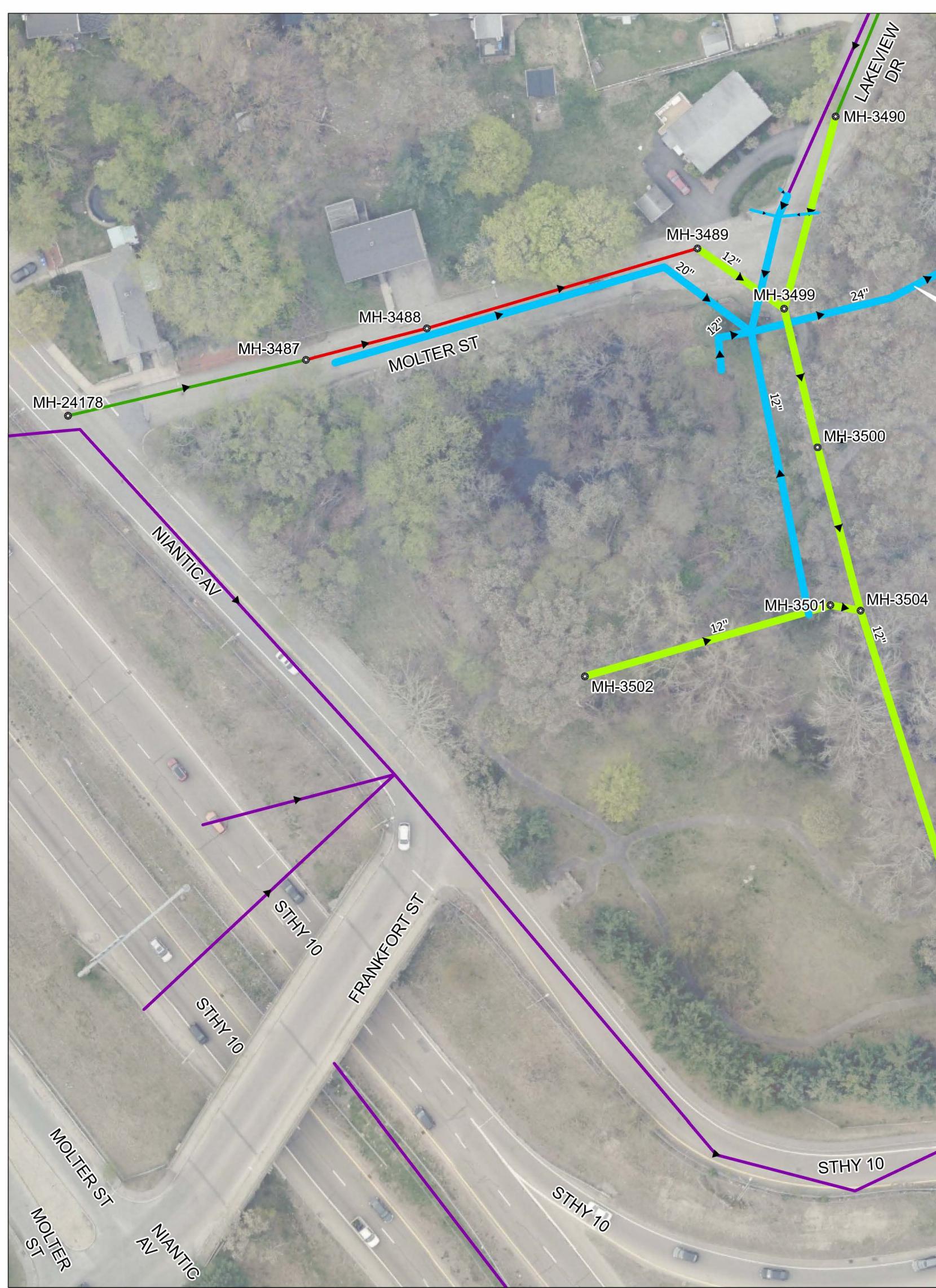
Do Not CCTV Previously Inspected











Please note that this outfall pipe is likely surcharged due to the water from the pond backing up into the outfall pipe. The contractor may have to plug this outfall and dewater the lines in order to inspect storm water lines impacted by the backwater effect.

MH-3507

STHY 10

MH-3508

MH-3506

MH-3505

STHY 10

Legend

Proposed CCTV - Additive Alternate 1

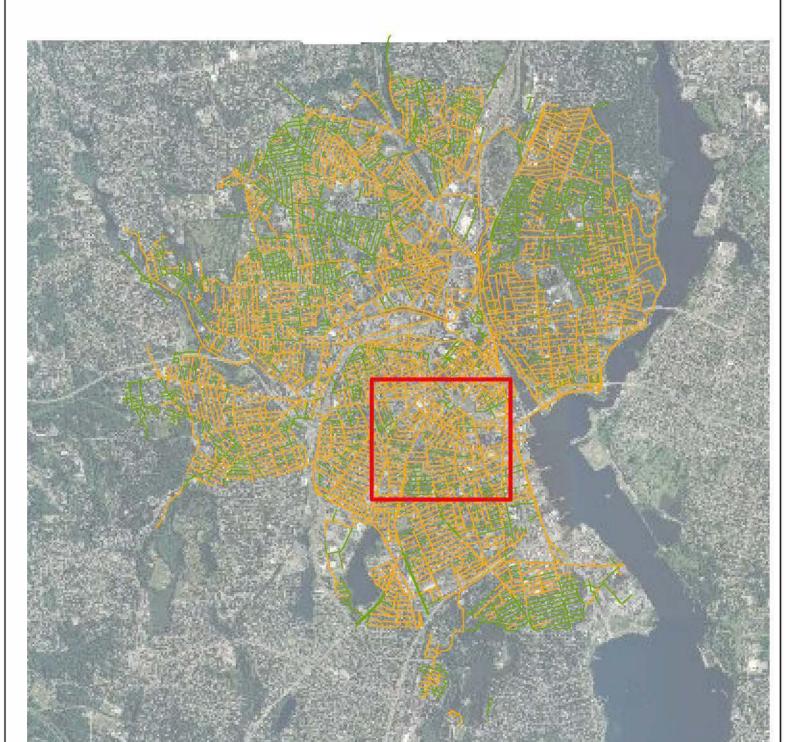
- Combined
- 🗩 Sanitary
- Stormwater
- Sewer Pipes
- Sanitary
- Combined
- Stormwater

Diameter	Length (ft)
Additive A	lternate 1
8"	946
12"	28616
15"	3291
16"	60
18"	1794
20"	3177
20X30 BR	415
22"	1756
24"	1775
26"	216
33"	1016
38"	612
<mark>40''</mark>	340
Area Total	44013

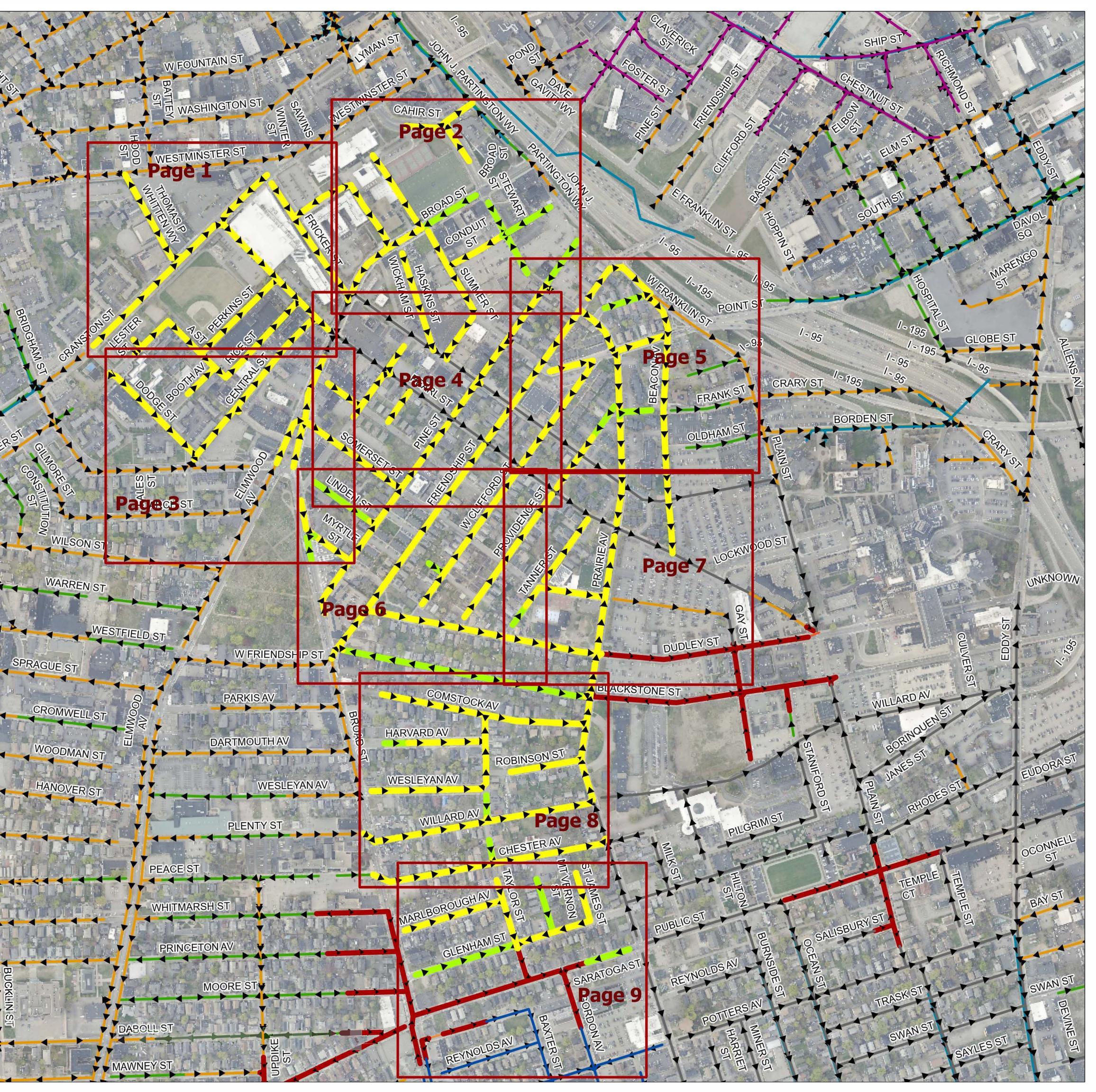
Ν



1 Ir	nch = 25	50 Feet	
	250	500	Feet
U	250	500	1,000







Legend

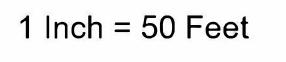
Proposed CCTV - Additive Alternate 1

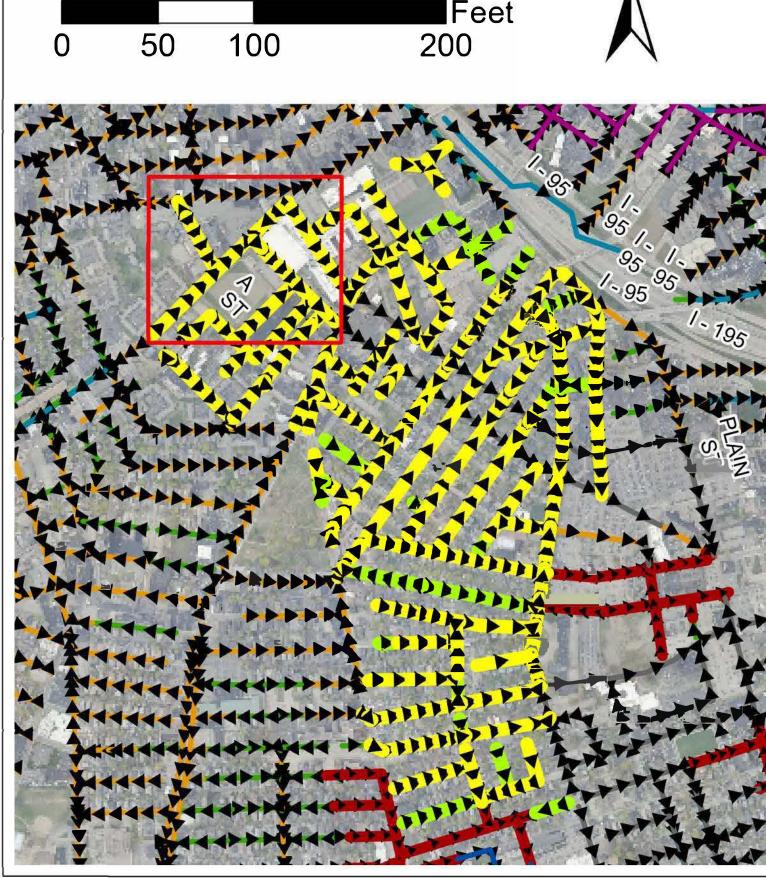
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected









Legend

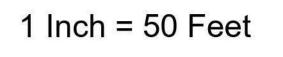
Proposed CCTV - Additive Alternate 1

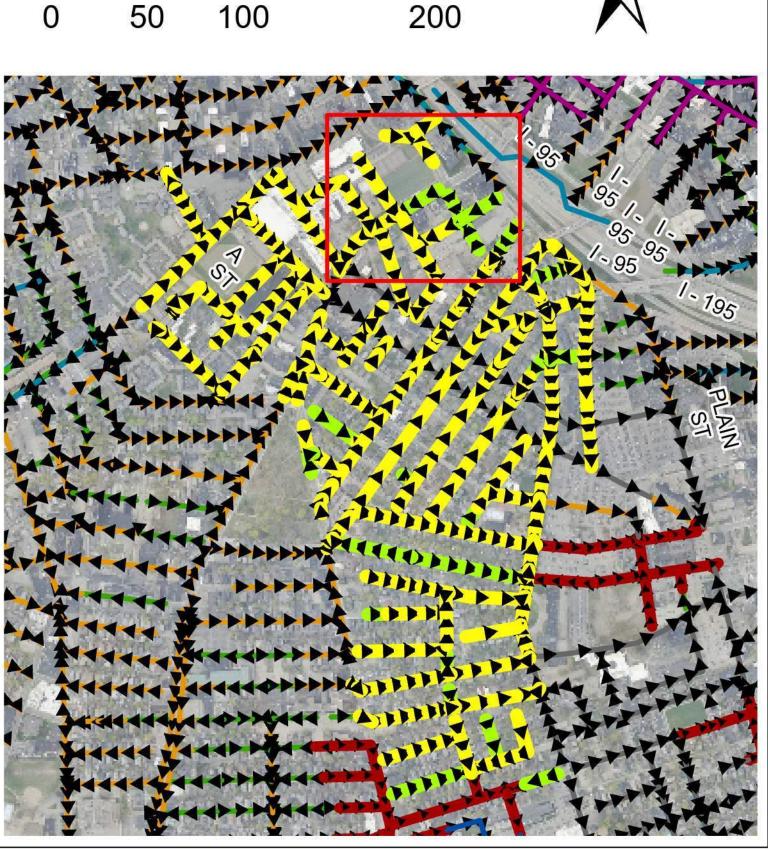
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected







Feet



Legend

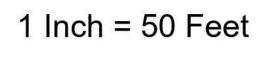
Proposed CCTV - Additive Alternate 1

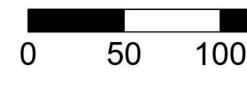
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected

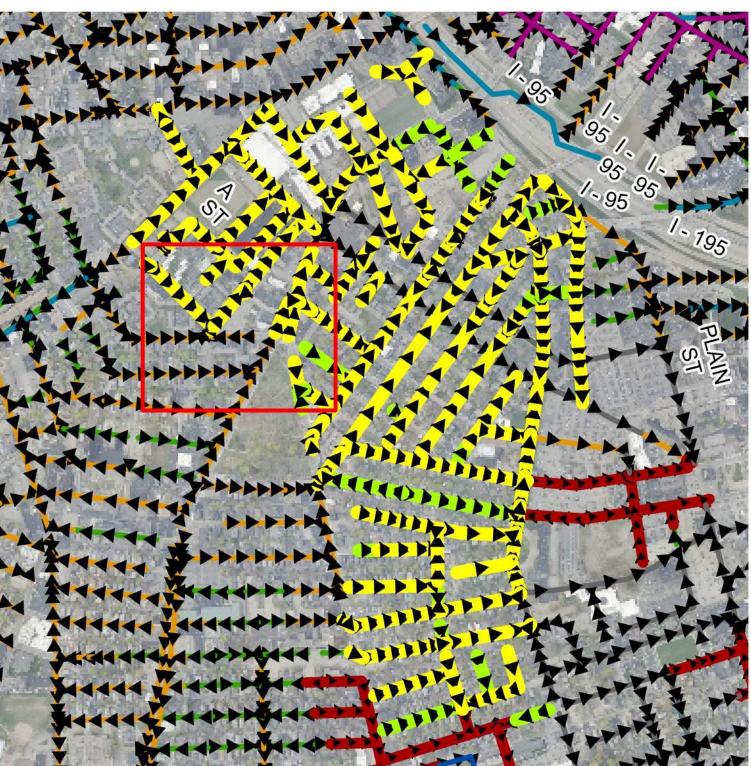


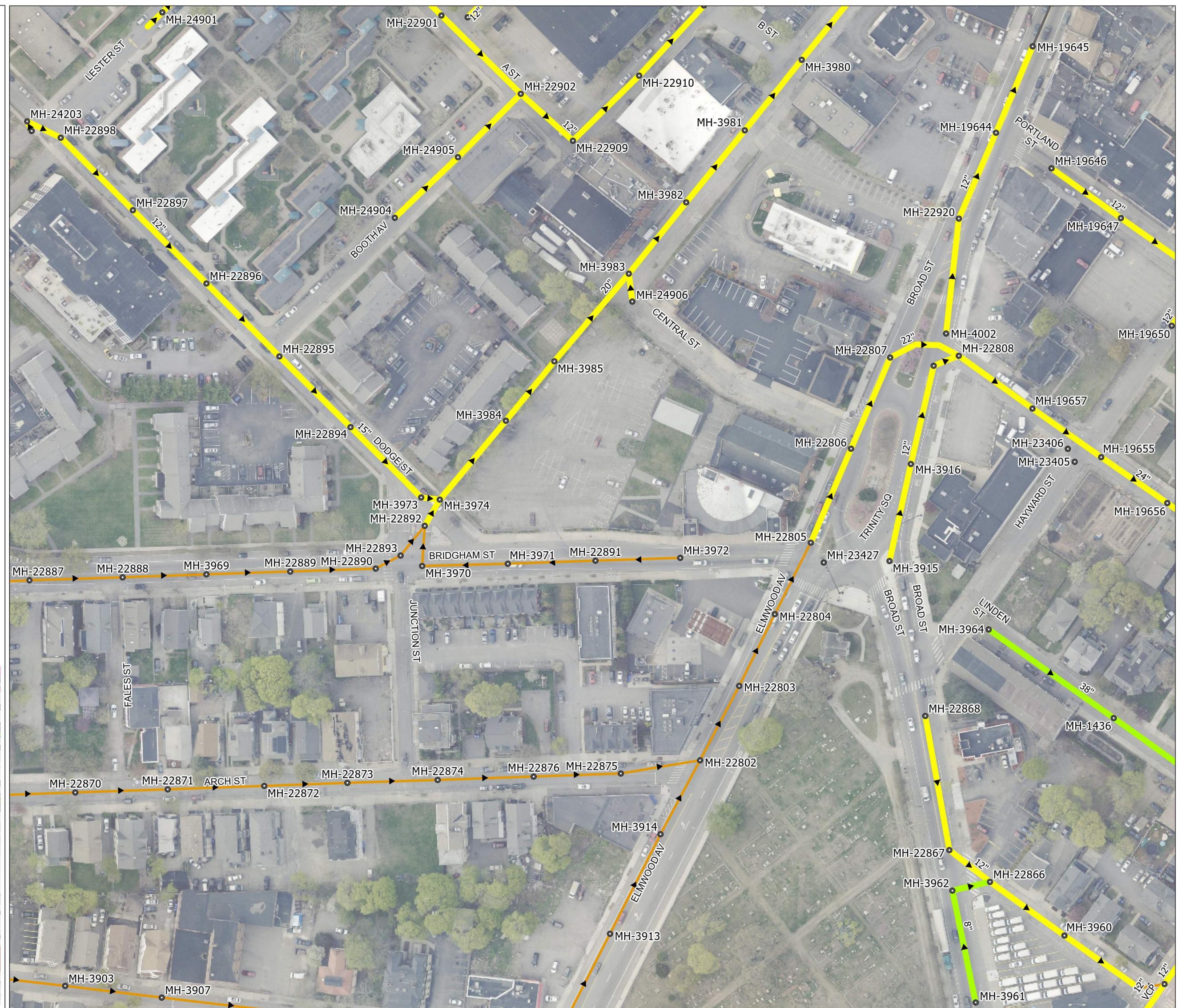




200

Feet





Legend

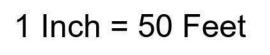
Proposed CCTV - Additive Alternate 1

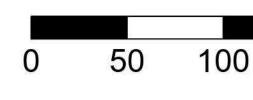
- Combined
- Sanitary
- Stormwater

Sewer Pipes

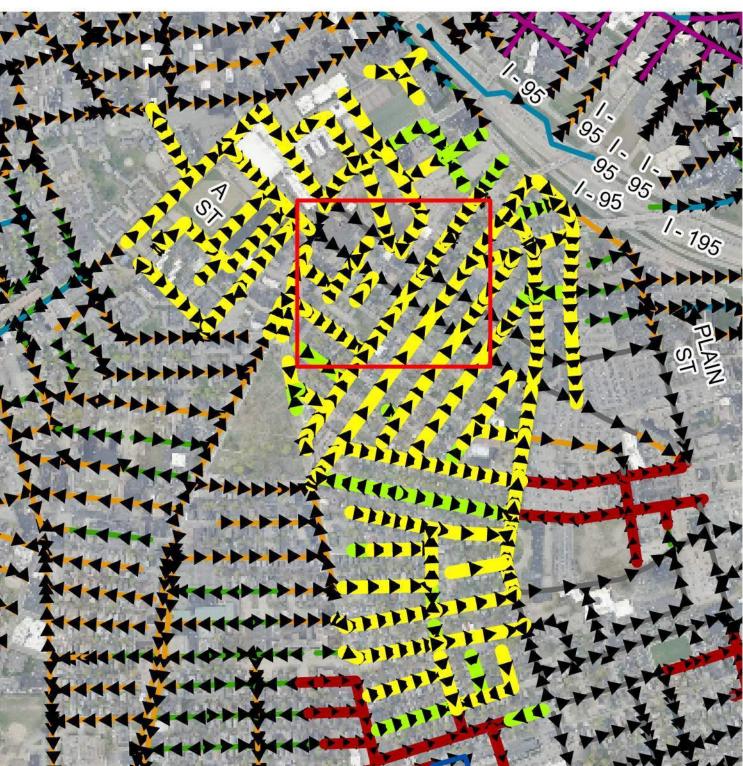
- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected

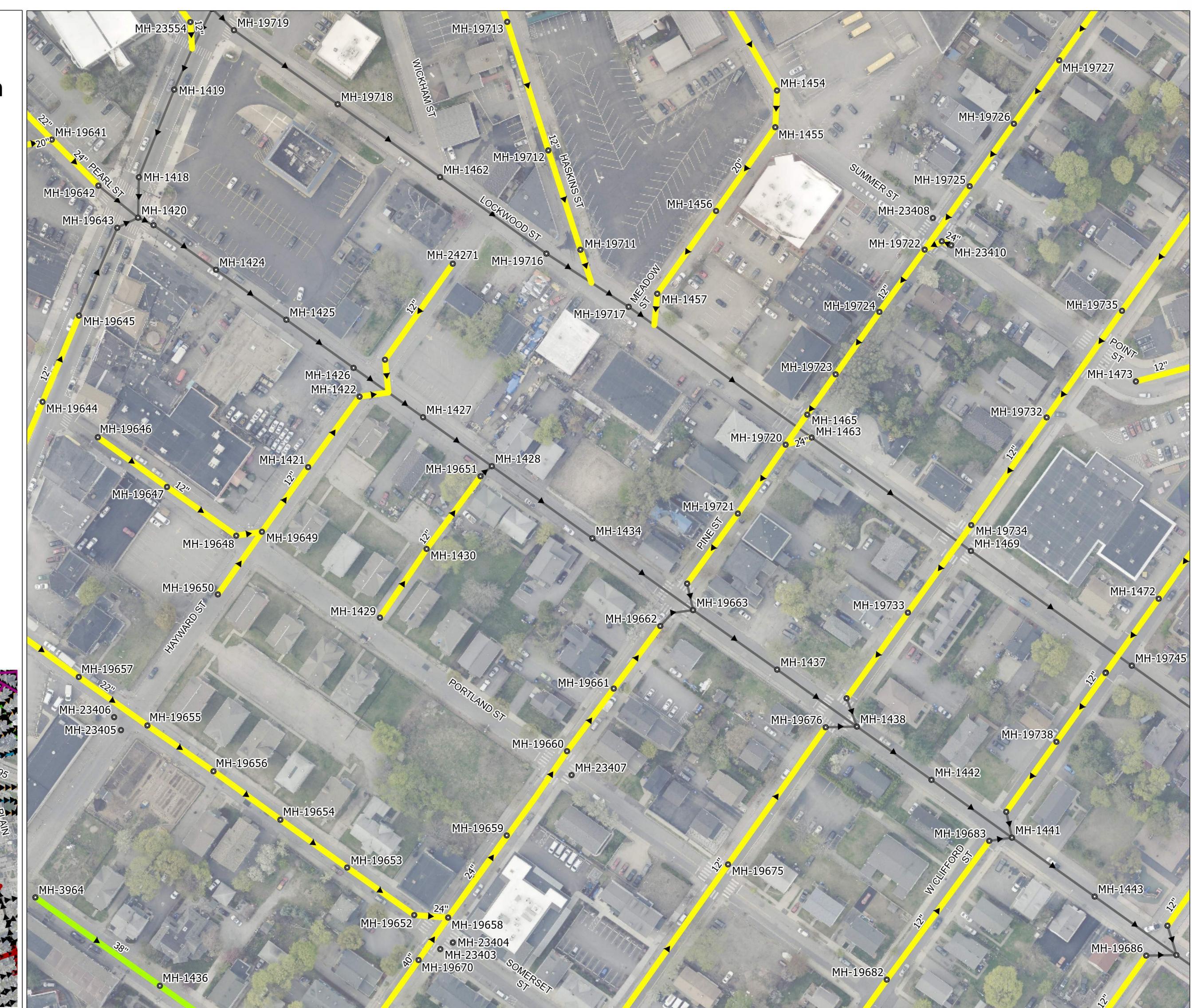






Feet





Legend

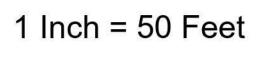
Proposed CCTV - Additive Alternate 1

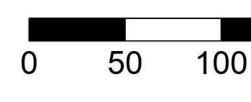
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected



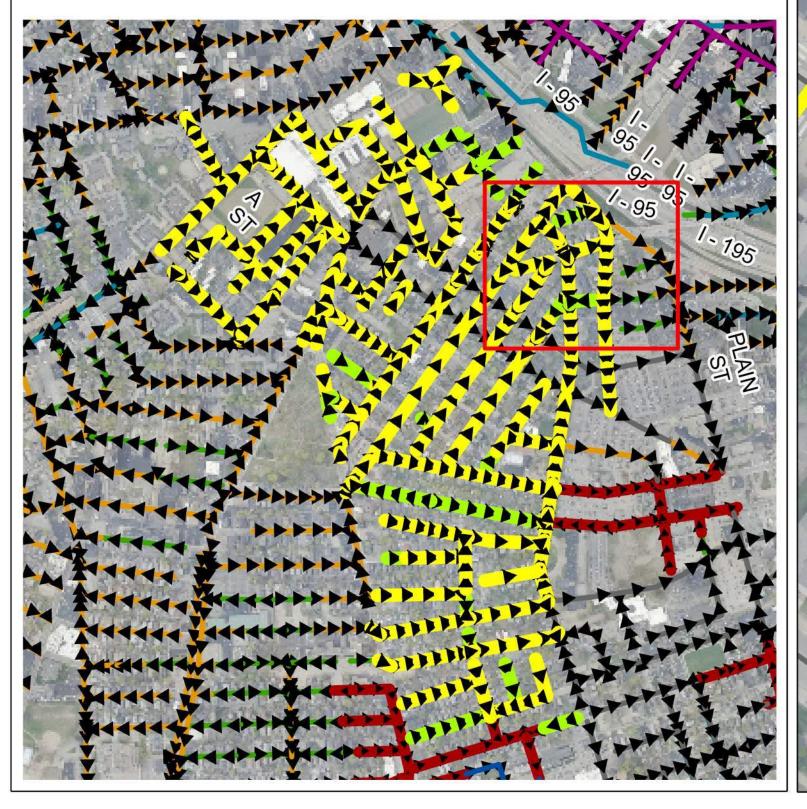




Feet

200





MH-1501

MH-19728

STEWART

MH-19727

⁹MH-19726

MH-19725

MH-1473

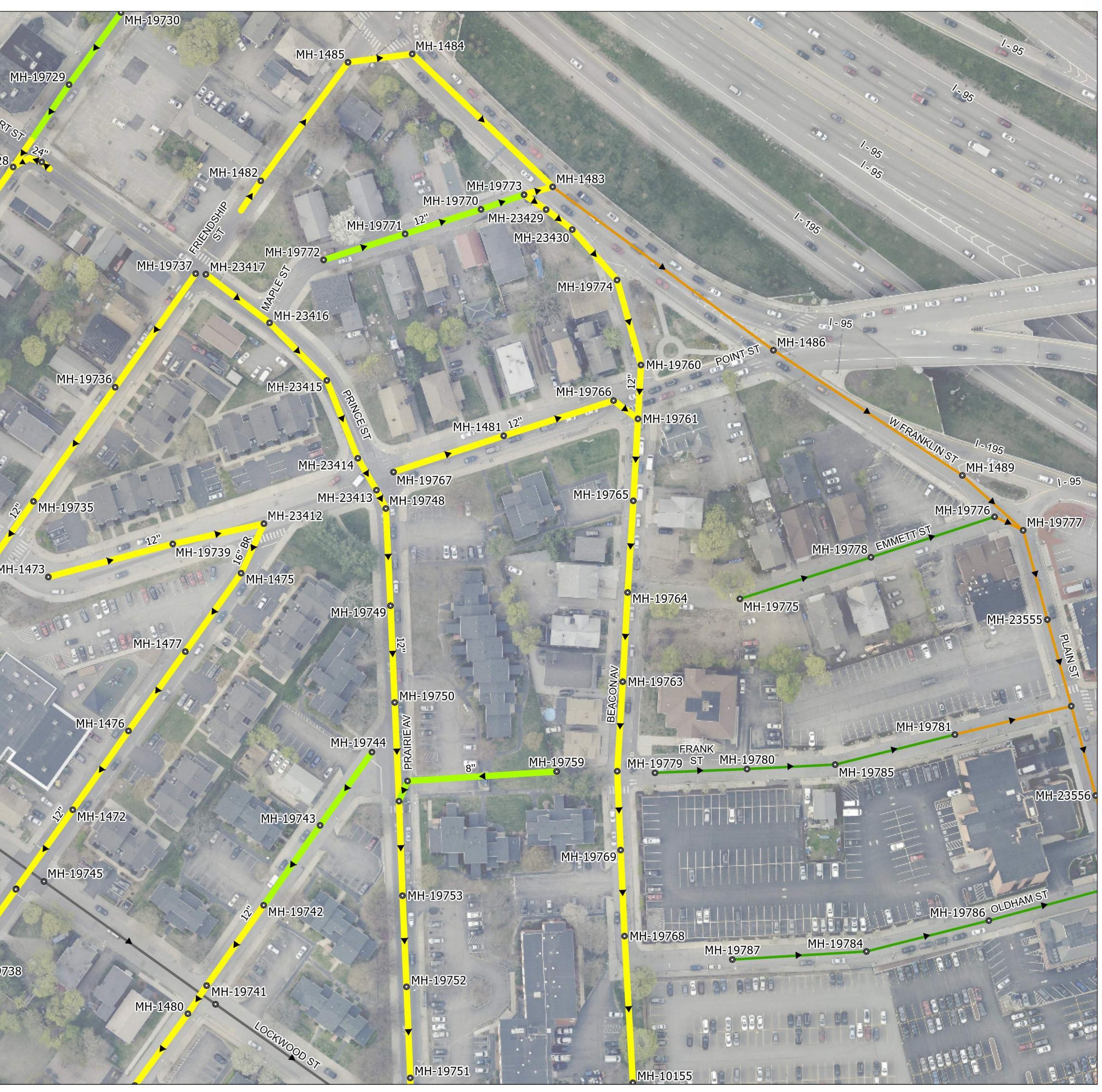
MH-19732

SUNIMED

MH-19734 MH-1469

MH-19738

-1441



Legend

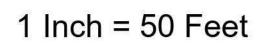
Proposed CCTV - Additive Alternate 1

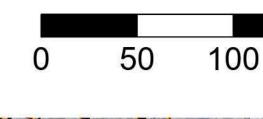
- Combined
- Sanitary
- Stormwater

Sewer Pipes

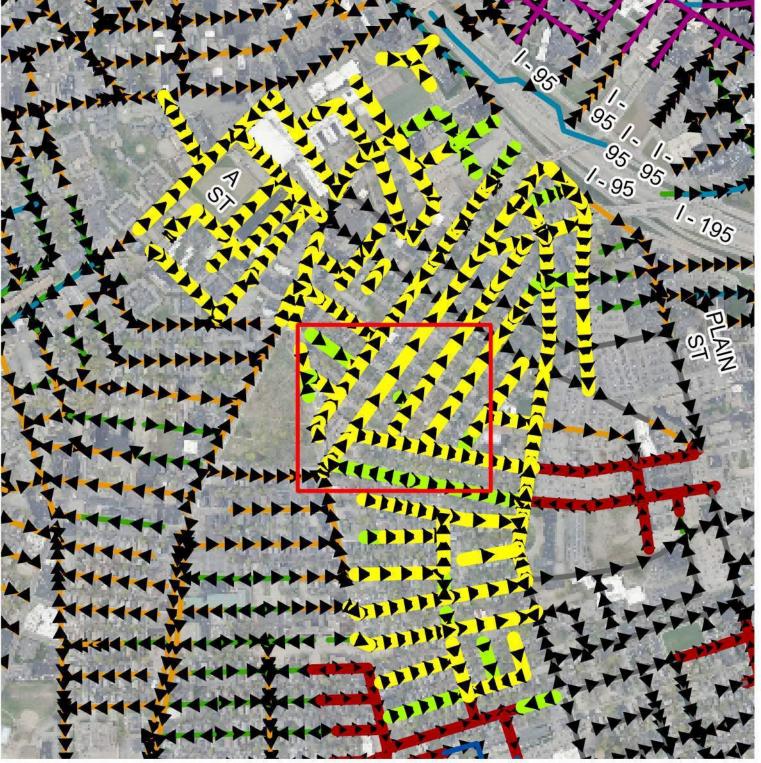
- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected













Legend

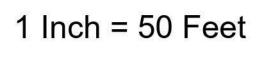
Proposed CCTV - Additive Alternate 1

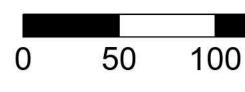
- Combined
- Sanitary
- Stormwater

Sewer Pipes

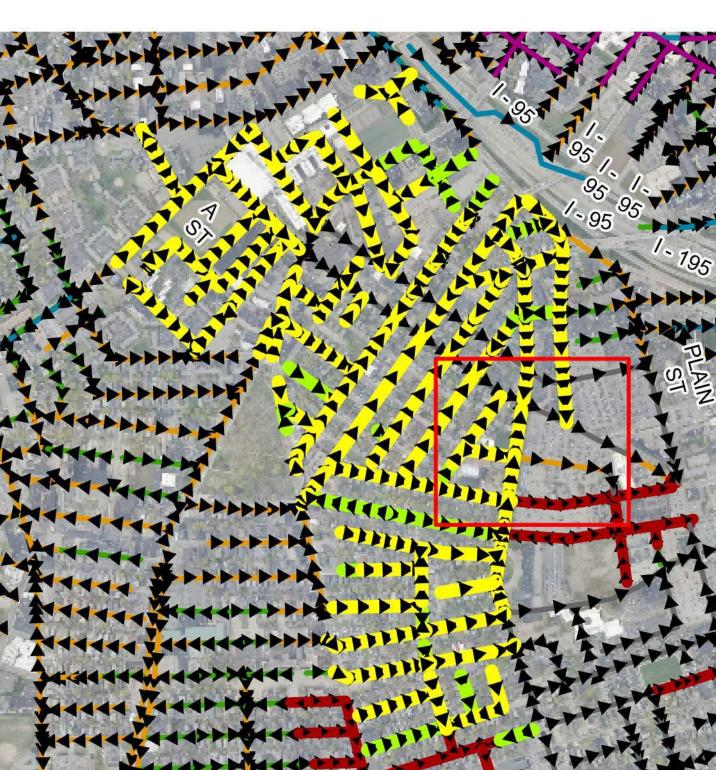
- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected







Feet





Legend

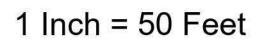
Proposed CCTV - Additive Alternate 1

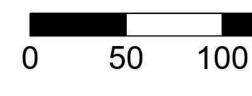
- Combined
- Sanitary
- Stormwater

Sewer Pipes

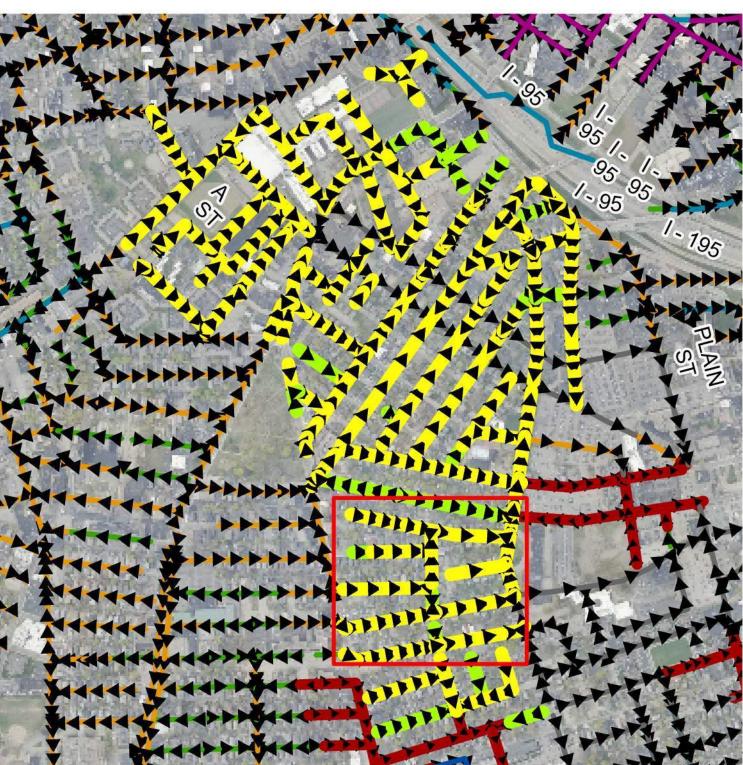
- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected

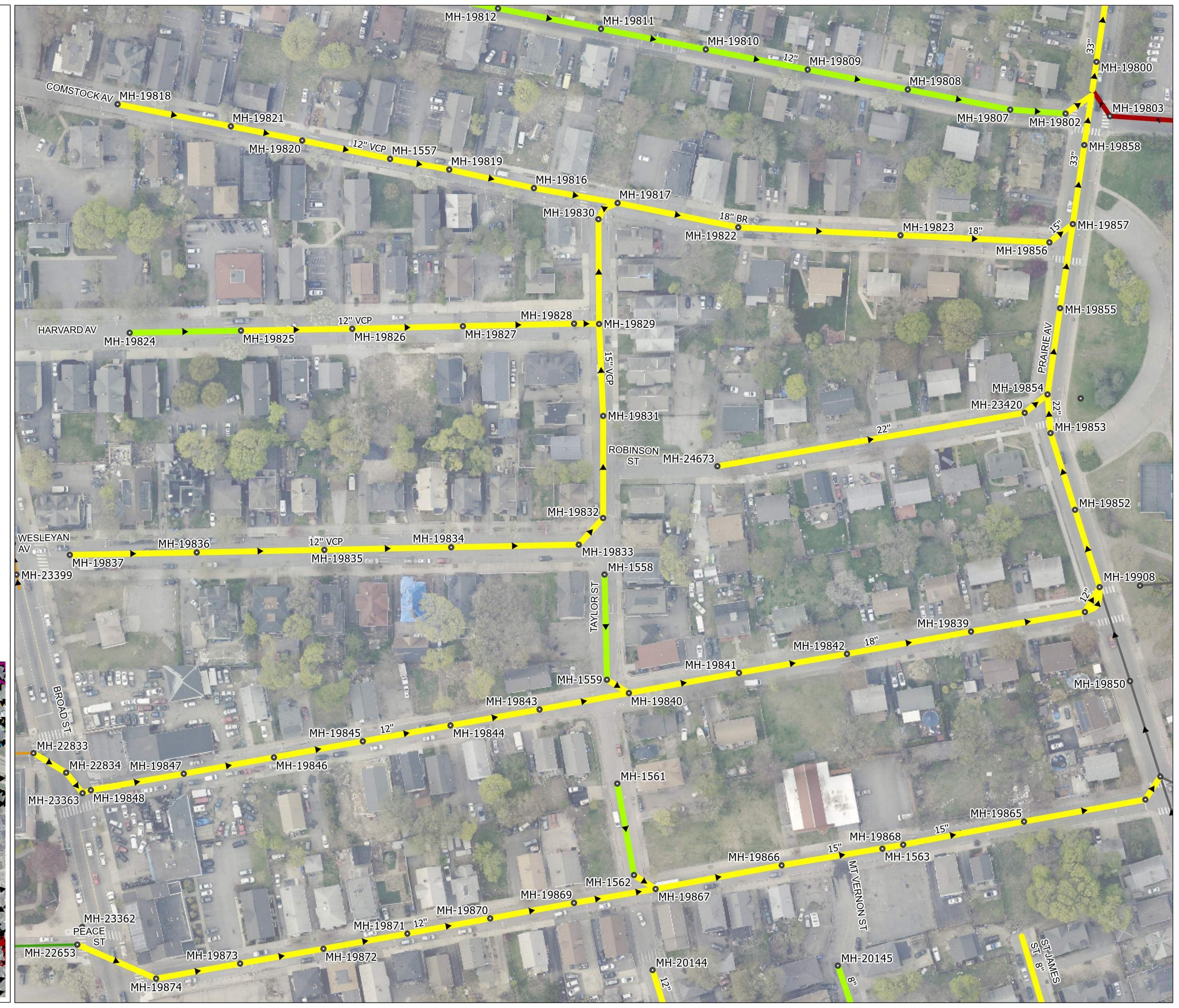






Feet





Legend

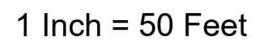
Proposed CCTV - Additive Alternate 1

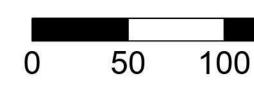
- Combined
- Sanitary
- Stormwater

Sewer Pipes

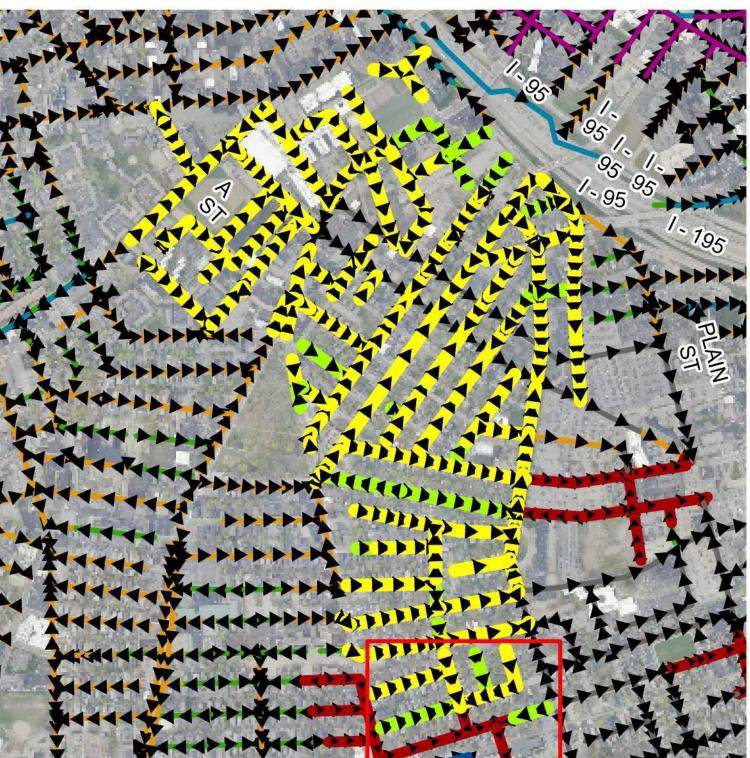
- Sanitary
- Combined
- Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected

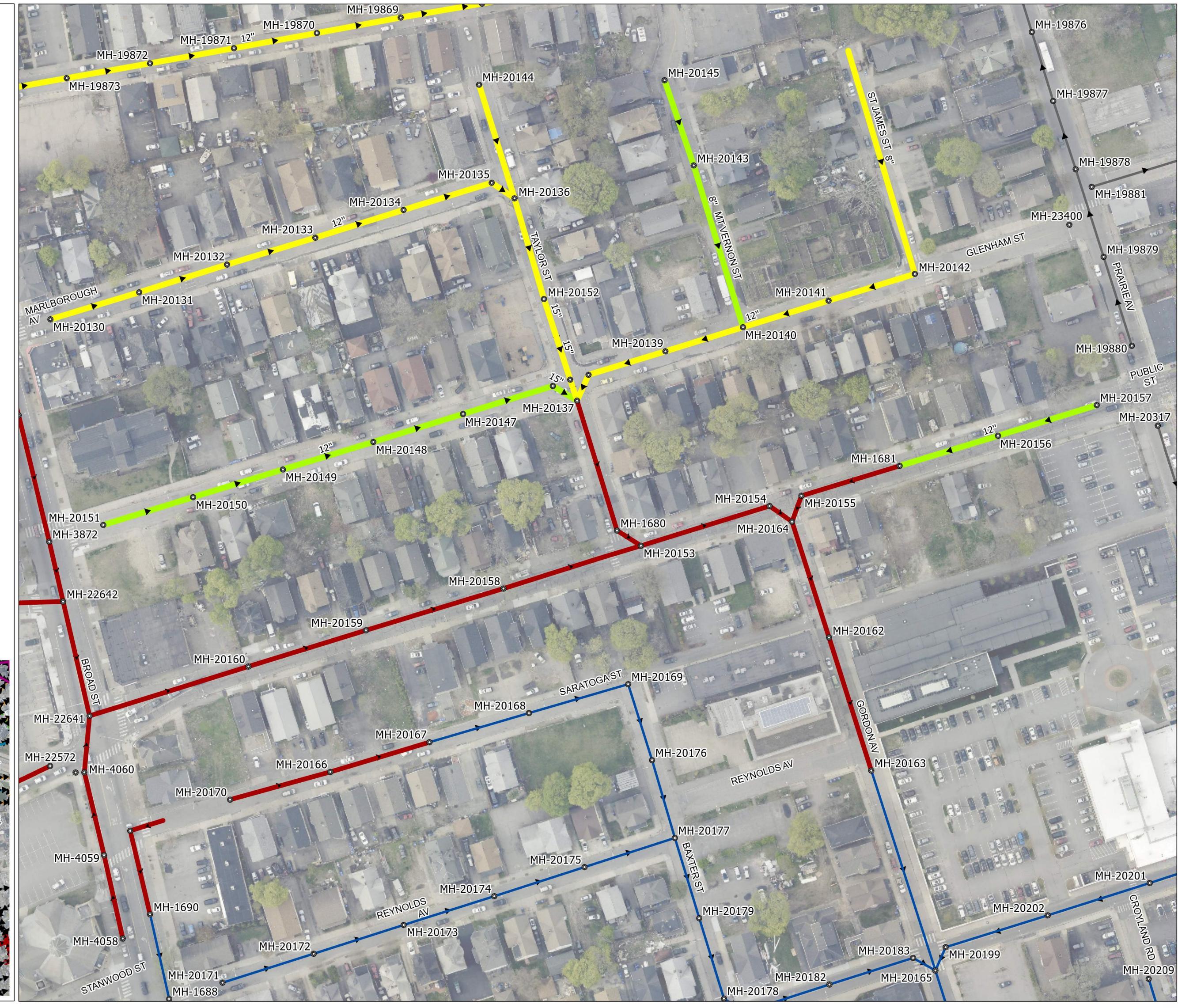






Feet





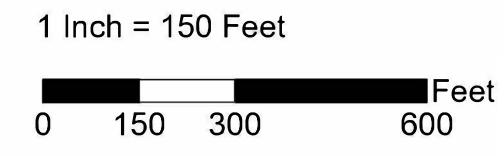
Legend

Proposed CCTV - Additive Alternate 2

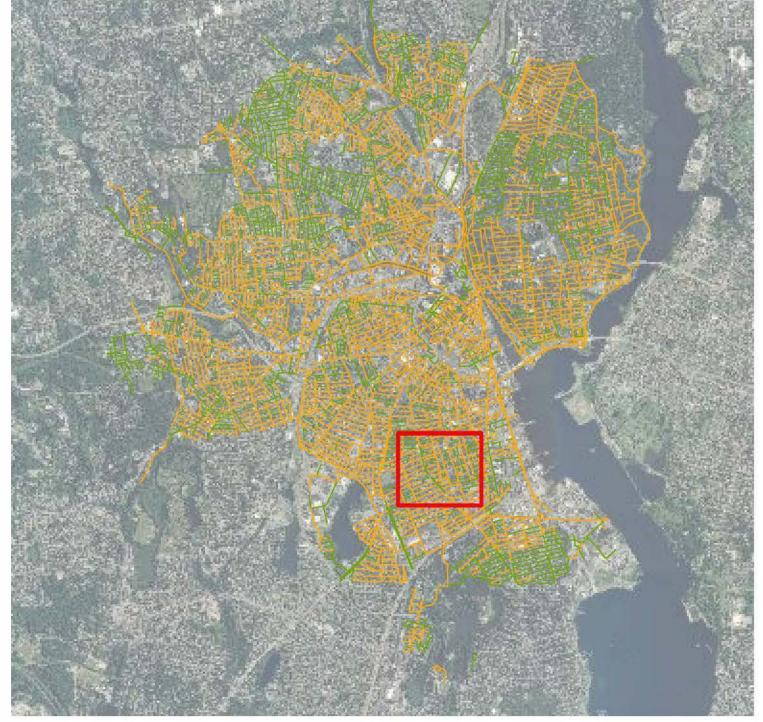
- Combined
- 🗩 Sanitary
- Stormwater
- Sewer Pipes
- ► Sanitary
- Combined
- Stormwater

Diameter	Length (ft)		
Additive Alternate 2			
8"	1719		
10"	121		
12"	12462		
15"	129		
28"	370		
32"	980		
42X28 BR	189		
Area Total	15970		











Legend

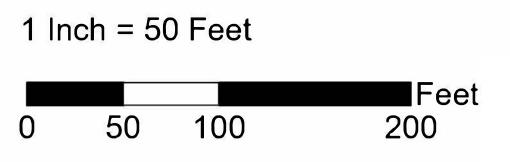
Proposed CCTV - Additive Alternate 2

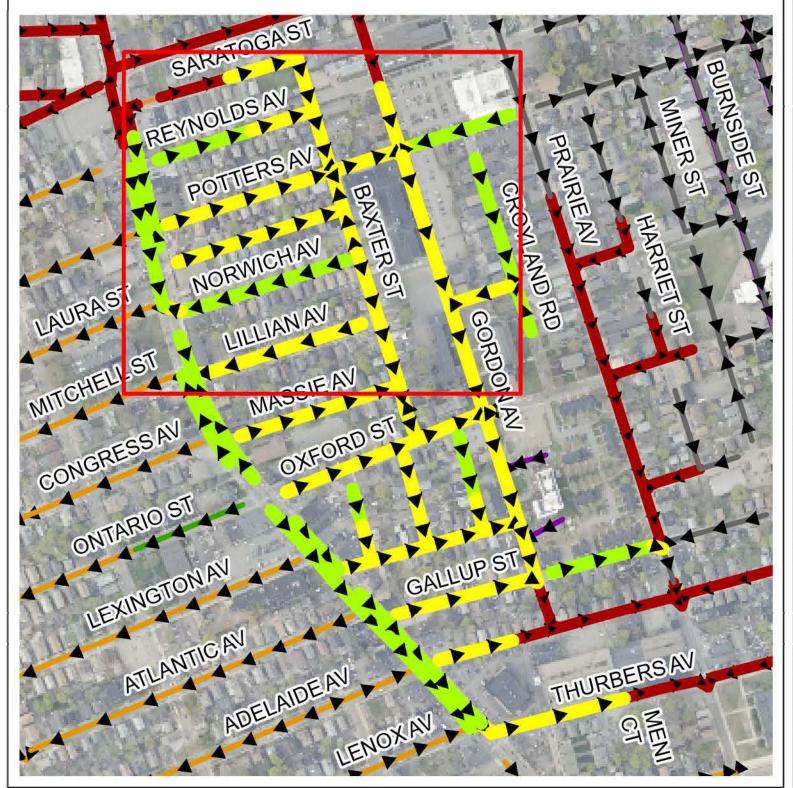
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected
- Additive Alt 1
- Additive Alt 3









Legend

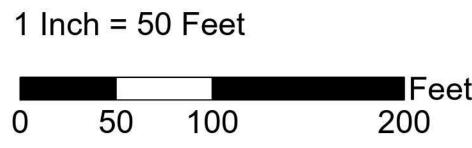
Proposed CCTV - Additive Alternate 2

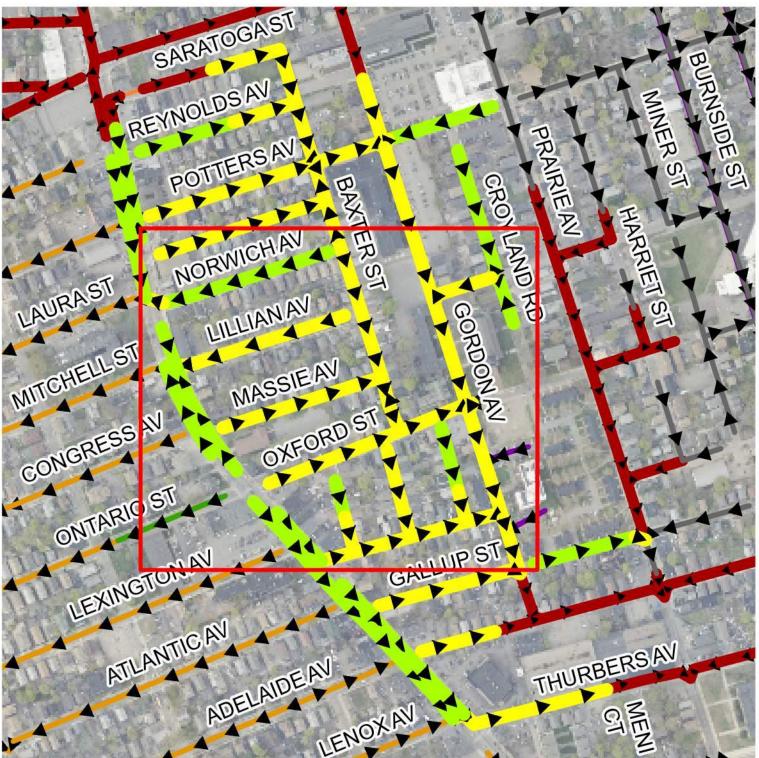
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected
- Additive Alt 1
- Additive Alt 3









MH-202832" MH-202612"

A MH-20265

MH-1719 HOUSTON ST MH-20256

MH-20257

0 MH-20260

MH-20266

MH-20264

MH-20262

MH-20258

MH-20255

MH-20263

MH-20214

MH-23369

MH-20261

MH-20222

MH-20221

OXFORD ST CMH-24448

GMH-20220

0 MH-20213

MH-20203

CMH-1692

MH-20205

MH-20212 MH-20206

ROYL

© MH-20211

MH-20207 SAYLES ST

MH-20208

Legend

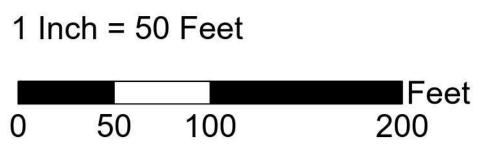
Proposed CCTV - Additive Alternate 2

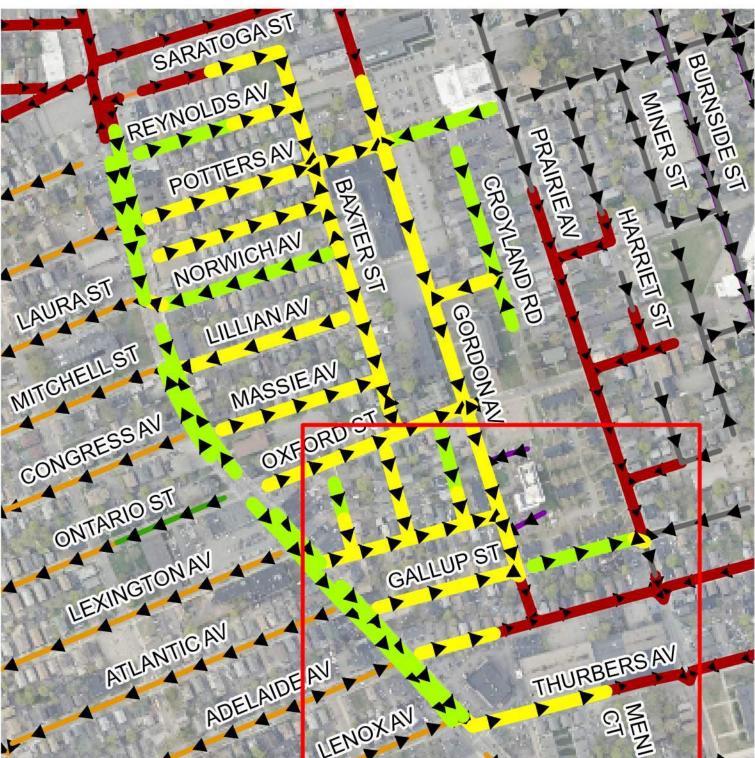
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary
- Combined
- ► Stormwater
- Proposed CCTV Included in Base Bid
- Do Not CCTV Previously Inspected
- Additive Alt 1
- Additive Alt 3









Legend

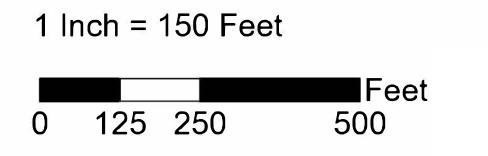
Proposed CCTV - Additive Alternate 3

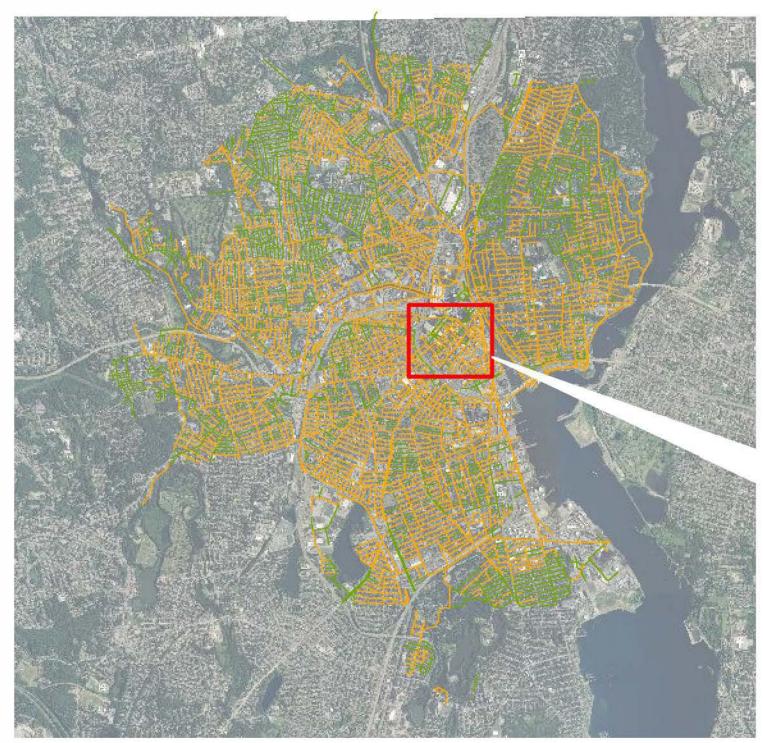
- Combined
- Sanitary
- Stormwater
- Sewer Pipes
- Sanitary Pipe
- Combined Pipe

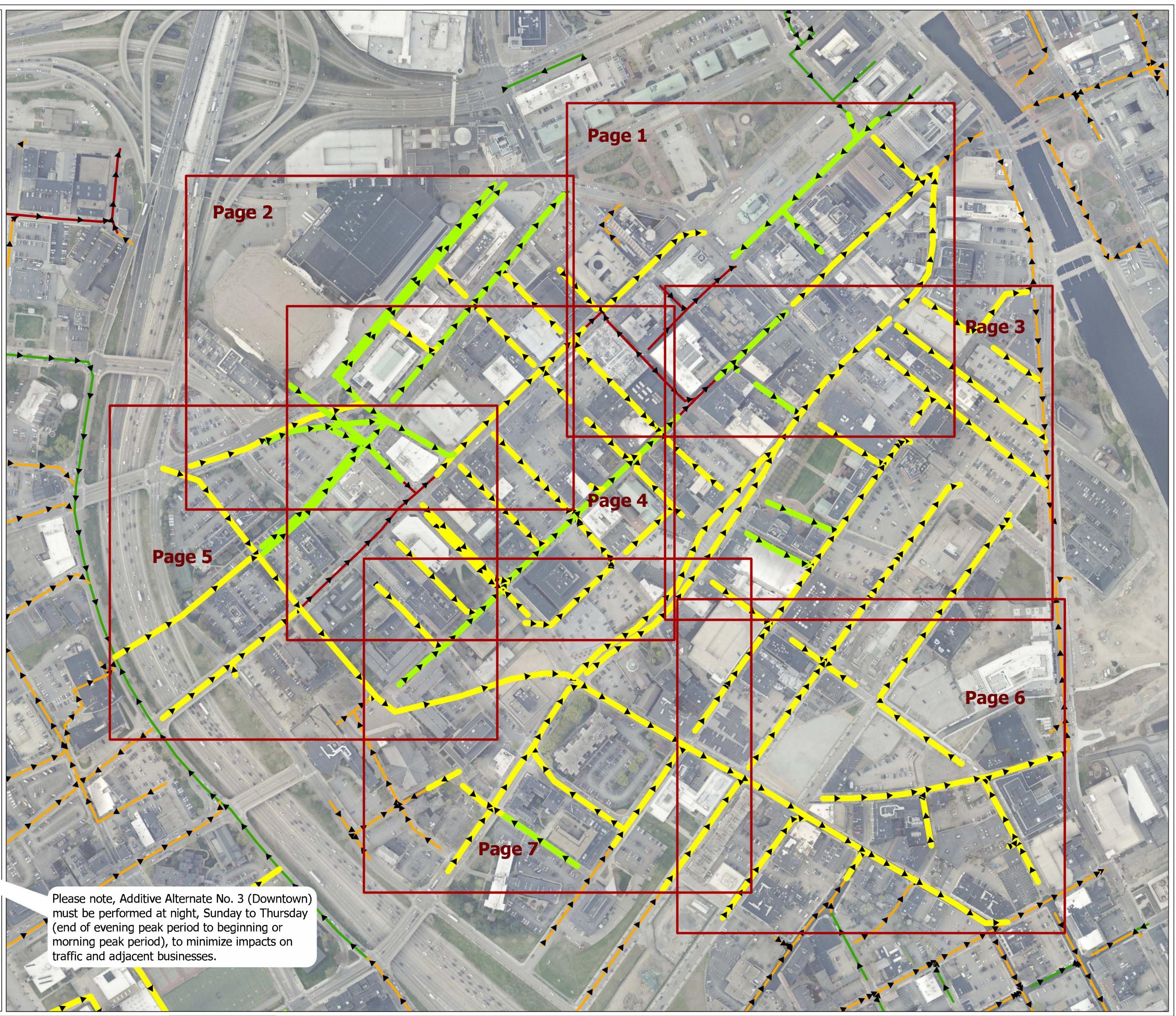
Additive Alternate 3			
6"	144		
8"	129		
12"	22919		
15"	1790		
16"	377		
18"	1390		
20"	2053		
22"	875		
24"	458		
27"	68		
36"	2378		
40''	1291		
48"	349		
Area Total	34222		

Ν

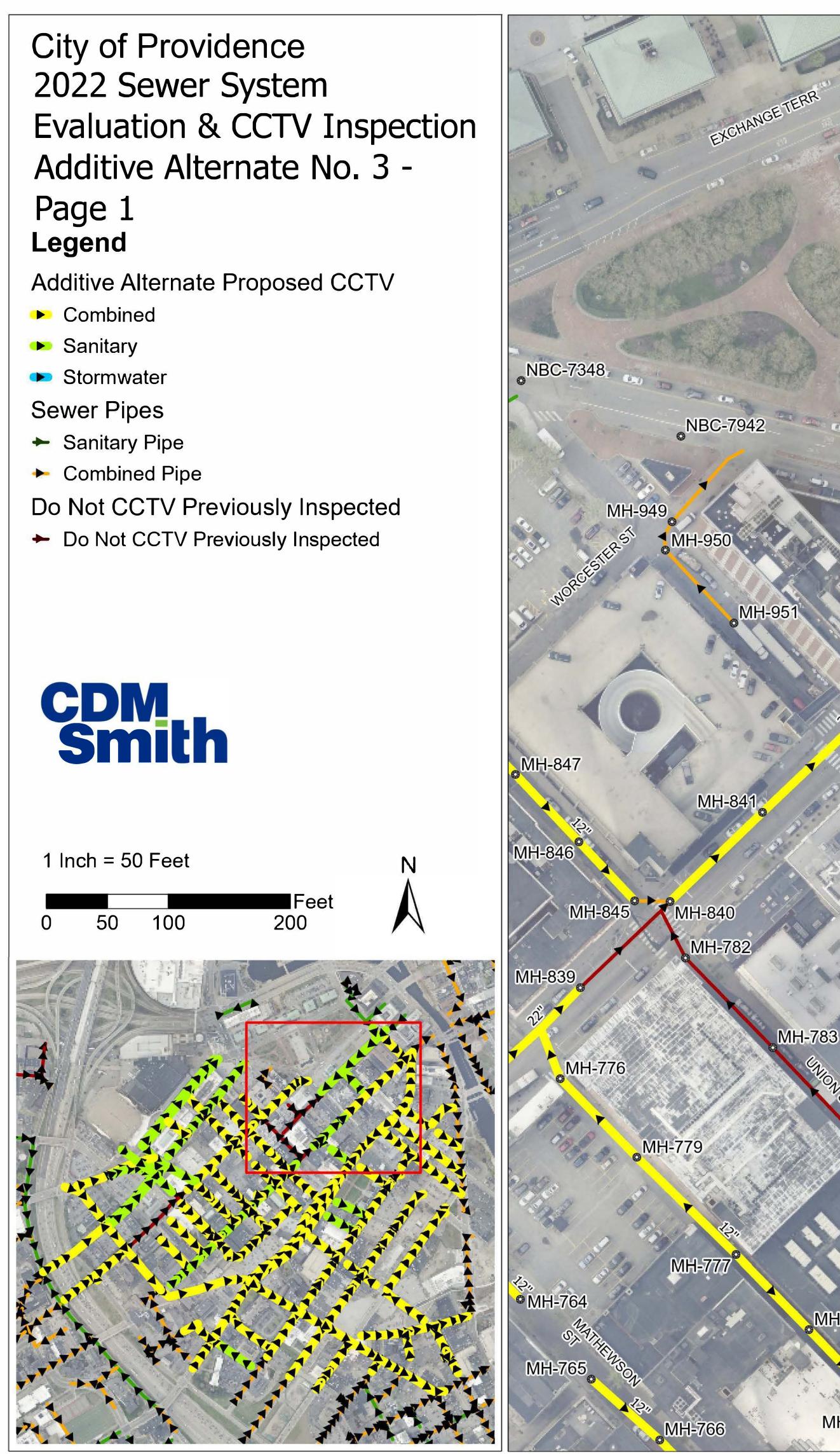












NEWNEDY " Ster. WASHINGTONS NBC-7950 MH-855 NBC-7387 MH-8649NBC-10195NBC-7349 •NBC-7382 MH-854 MH-843 MH-844 FULTONSI MH-8650 MH-842 0NBC-7383 DORRANCESA MH-814 MH-816 MH-872 MH-813 ₩Hi-8666 MH-812 FBDJ SA 1H-783 MH-788 MH-815 MH-790 MH-784 MH-787

MH-785

MH-786

AH-774

MH-789

MH-780

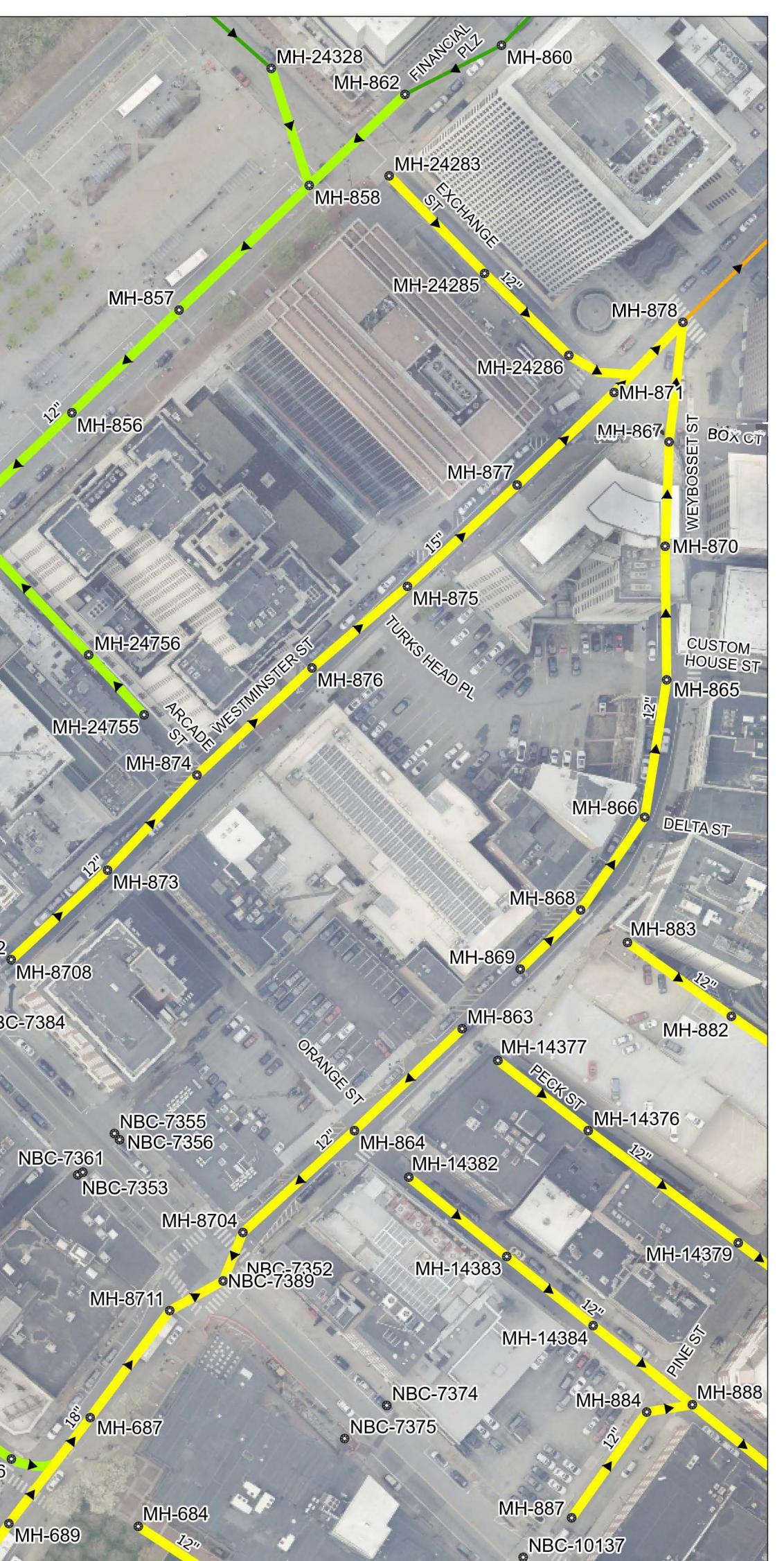
MH-685

MH-778

MH-775

MH-781

MH-686



•NBC-7921

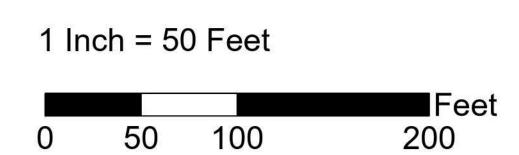
Additive Alternate Proposed CCTV

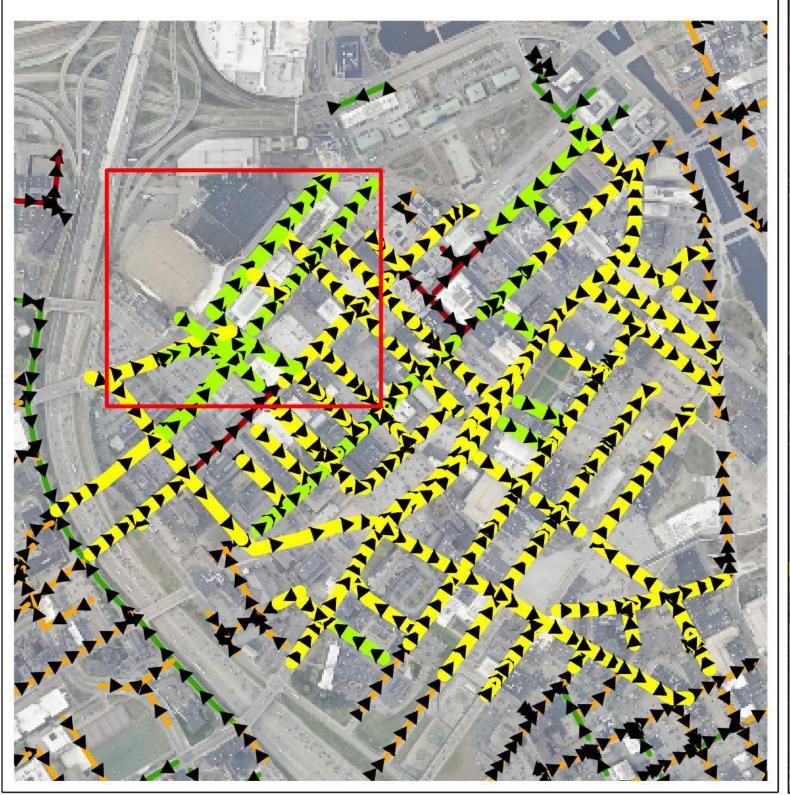
- Combined
- Sanitary
- Stormwater

Sewer Pipes

- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected

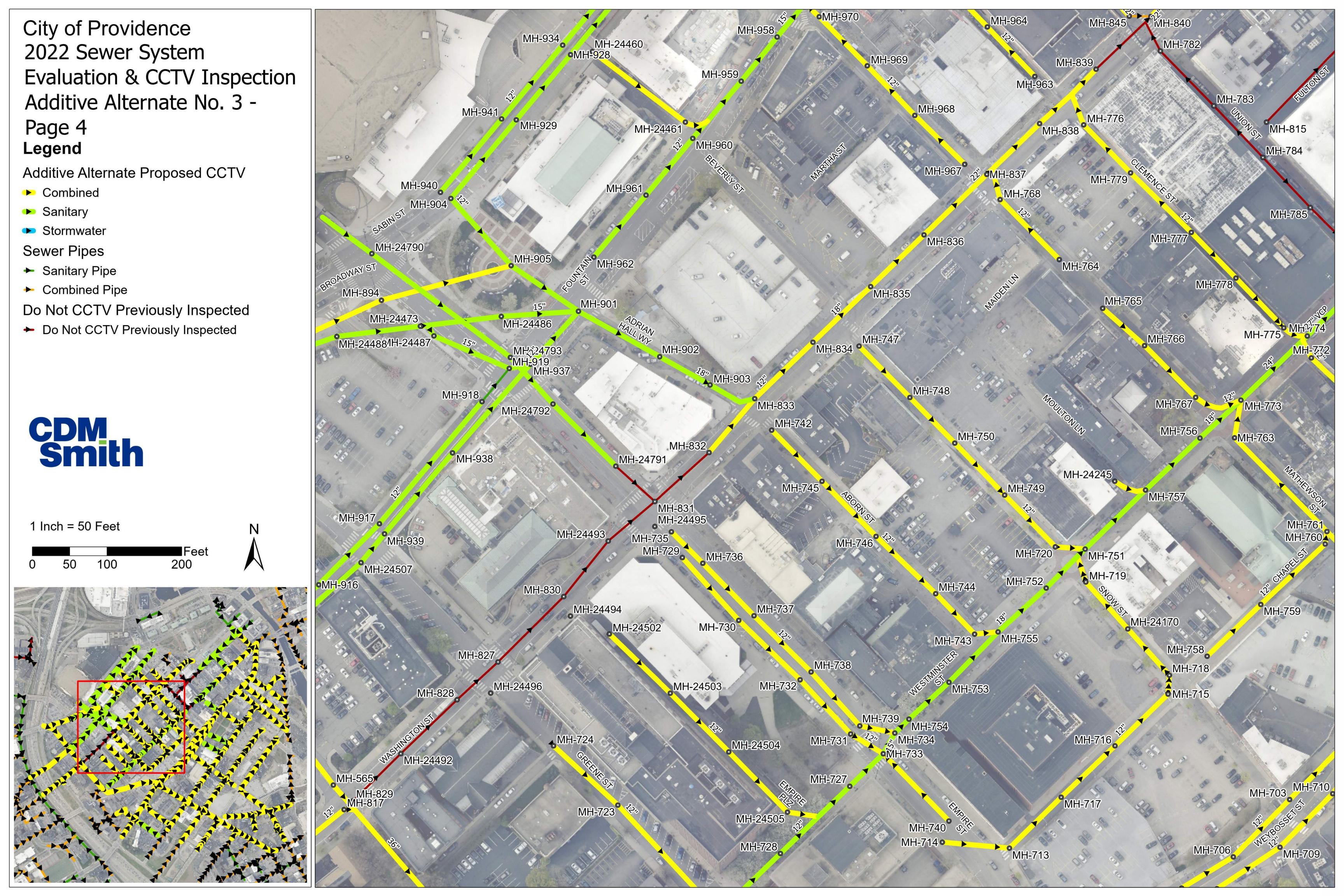












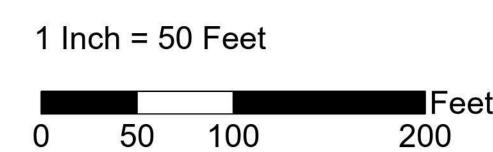
Additive Alternate Proposed CCTV

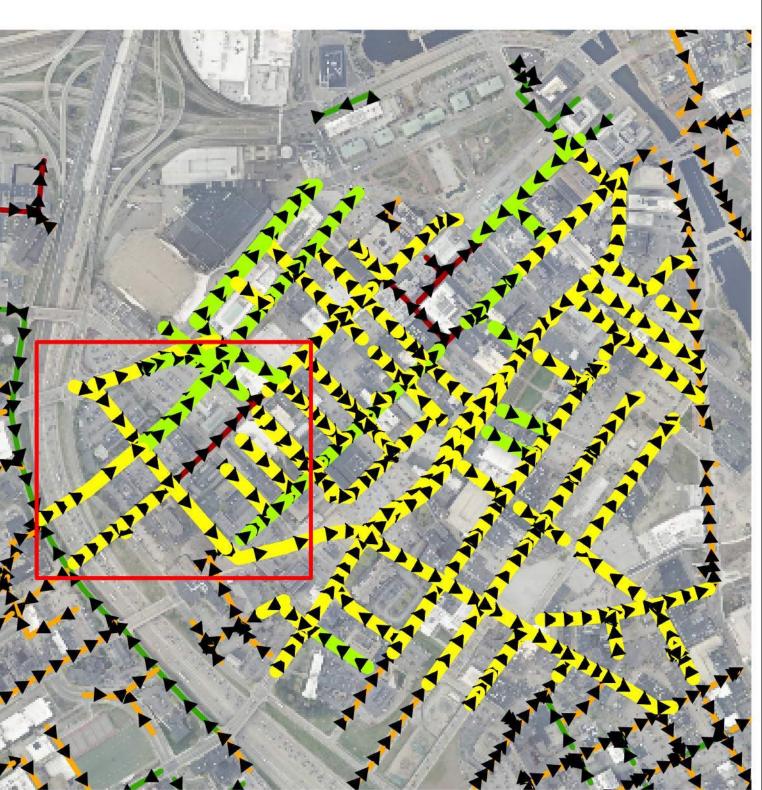
- Combined
- Sanitary
- Stormwater

Sewer Pipes

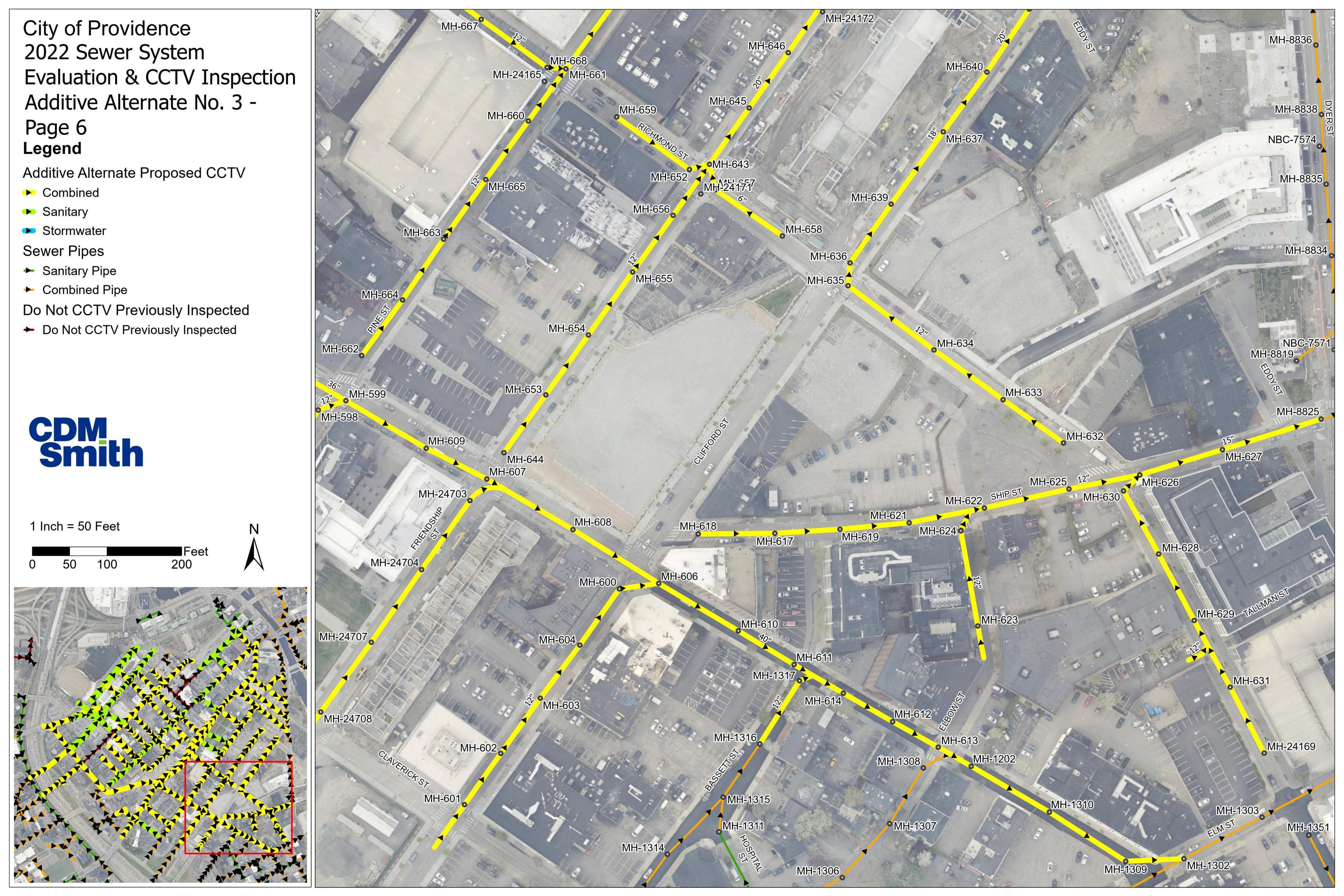
- Sanitary Pipe
- Combined Pipe
- Do Not CCTV Previously Inspected
- Do Not CCTV Previously Inspected









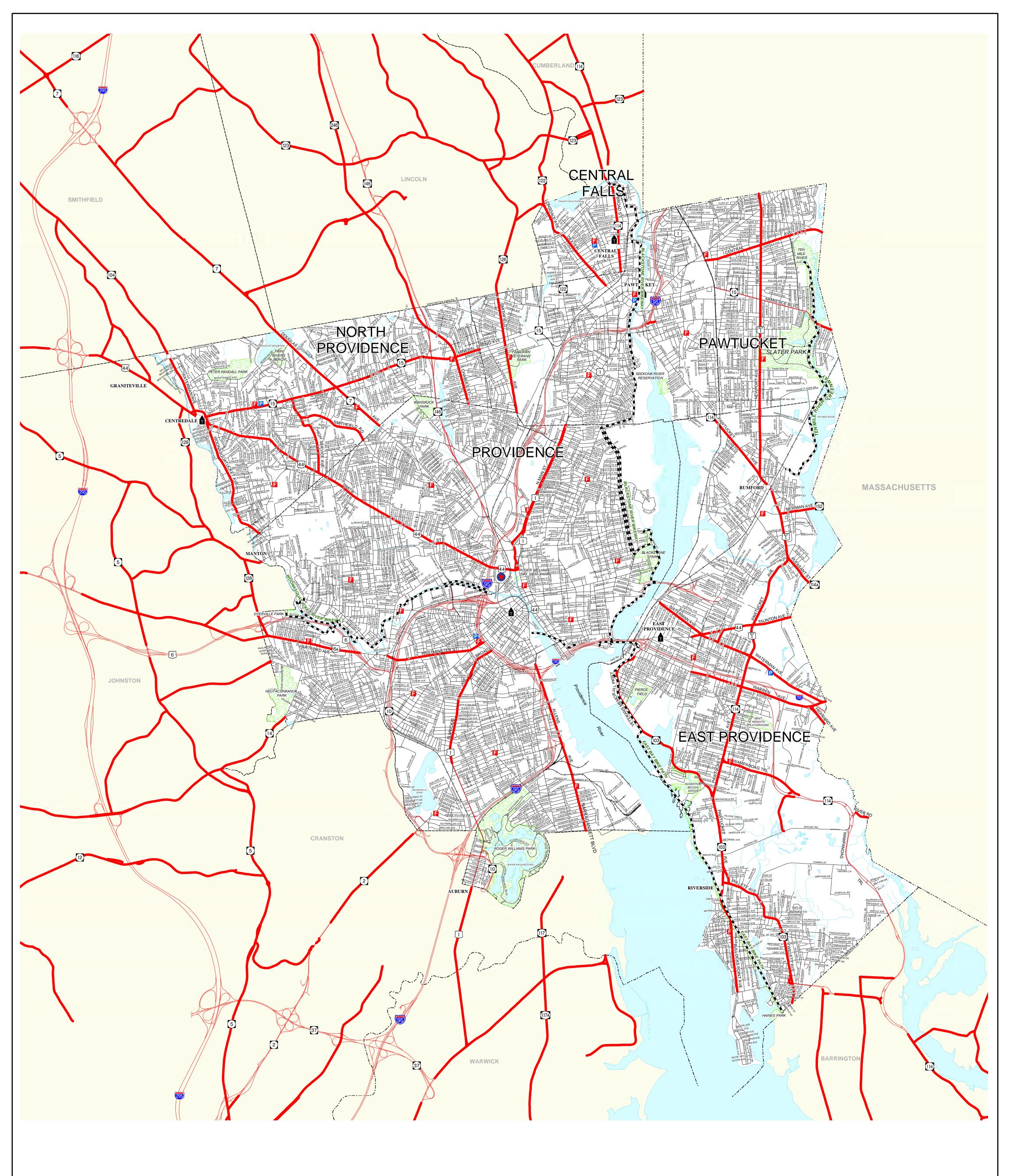




APPENDIX F:

RIDOT MAINTAINED ROADS

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GENERAL HIGHWAY MAP

Providence - North Providence - Pawtucket Central Falls - East Providence

RHODE ISLAND

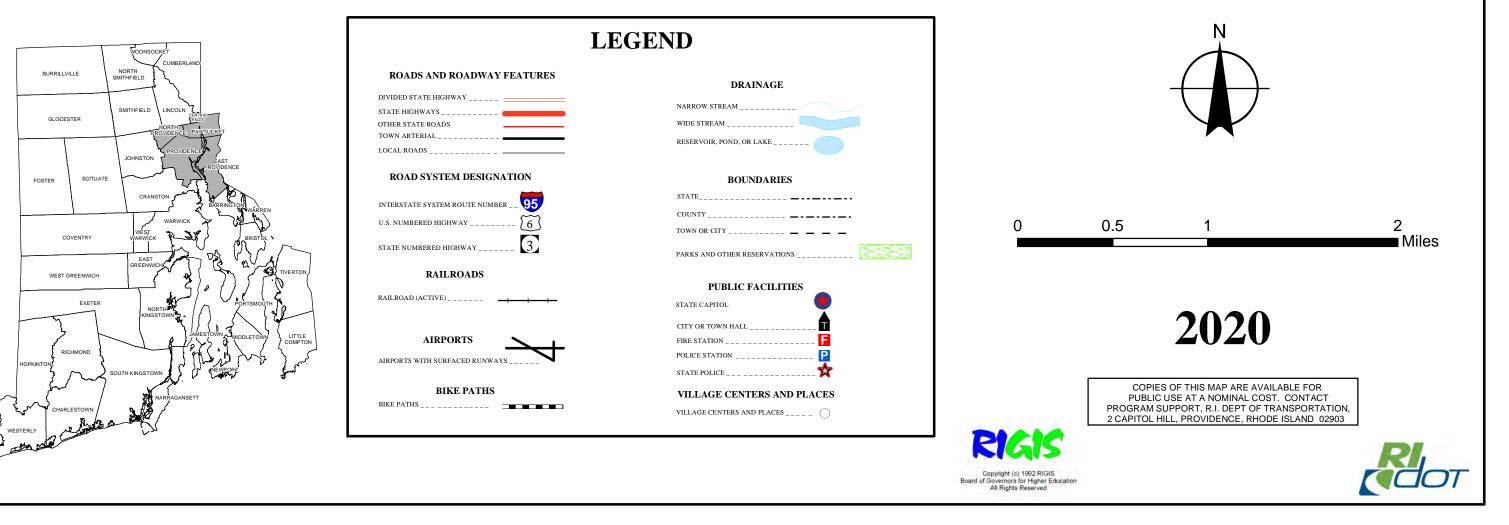
PROVIDENCE COUNTY

PREPARED BY THE

DEPARTMENT OF TRANSPORTATION

IN COOPERATION WITH THE

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION



Date: 1/30/2020 Document Path: \\DOT-FS-02\GISPriv\MAPS\CountyMaps\Prov_NProv_Pawt_EProv.mxd

APPENDIX G:

PRIMARY ROADS

APPENDIX G: PRIMARY ROADS

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EXIT 18 Principal / EXIT 19 Principal /	Arterial - Interstate Yes Arterial - Interstate Yes Arterial - Interstate Yes	Yes Yes	0.20
EXIT 19 Principal A		Yes	0.74
•	Arterial - Interstate Yes		0.74
		Yes	0.51
EXIT 1A Principal A	Arterial - Interstate Yes	Yes	0.37
EXIT 1B Principal /	Arterial - Interstate Yes	Yes	0.23
Exit 2 Principal /	Arterial - Interstate Yes	Yes	0.71
EXIT 20 Principal /	Arterial - Interstate Yes	Yes	1.35
EXIT 21 Principal /	Arterial - Interstate Yes	Yes	0.30
EXIT 22 Principal /	Arterial - Interstate Yes	Yes	0.42
EXIT 22A Principal /	Arterial - Interstate Yes	Yes	0.38
EXIT 22B Principal /	Arterial - Interstate Yes	Yes	0.80
EXIT 22C Principal /	Arterial - Interstate Yes	Yes	0.78
EXIT 23 Principal /	Arterial - Interstate Yes	Yes	0.47
EXIT 24 Principal /	Arterial - Interstate Yes	Yes	0.52
EXIT 25 Principal /	Arterial - Interstate Yes	Yes	0.15
EXIT 3 Principal /	Arterial - Interstate Yes	Yes	0.26
I 195 Principal /	Arterial - Interstate No	Yes	0.00
I 195 E Principal /	Arterial - Interstate Yes	Yes	0.99
I 195 W Principal /	Arterial - Interstate Yes	Yes	1.52
I 95 N Principal /	Arterial - Interstate Yes	Yes	5.91
I 95 S Principal /	Arterial - Interstate Yes	Yes	5.96
OFF RAMP BORDEN ST/EDDY S [*] Principal <i>i</i>	Arterial - Interstate Yes	Yes	0.56
OFF RAMP US-1 Principal /	Arterial - Interstate Yes	Yes	0.20
ON RAMP I-195 E Principal /	Arterial - Interstate Yes	Yes	0.39
ON RAMP I-195 W Principal /	Arterial - Interstate Yes	Yes	0.16
ON RAMP I-95 N Principal /	Arterial - Interstate Yes	Yes	3.02
ON RAMP I-95 S Principal	Arterial - Interstate Yes	Yes	2.84
ON RAMP RI-126 Principal	Arterial - Interstate Yes	Yes	0.18
ONRAMP Principal	Arterial - Interstate Yes	Yes	0.81
SOUTH MAIN ST Principal /	Arterial - Interstate Yes	Yes	0.08
US HWY 6 E Principal /	Arterial - Interstate Yes	Yes	0.12

Name	Functional Classification	NHS	Federal Aid	Miles
EXIT 23	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.12
OFF RAMP ADMIRAL ST	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.19
OFF RAMP BRANCH AVE	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.41
OFF RAMP BROADWAY	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.15
OFF RAMP DEAN ST	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.35
OFF RAMP FROM US HWY 6 E	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.29
OFF RAMP RI-128	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.49
OFF RAMP RI-14	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.22
OFF RAMP RI-2	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.53
OFF RAMP RI-6A	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.51
OFF RAMP UNION AVE	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.36
OFF RAMP WESTMINSTER ST	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.12
ON RAMP RI-10 N	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.94
ON RAMP RI-10 S	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.62
ON RAMP RI-146 N	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.42
ON RAMP RI-146 S	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.63
ON RAMP TO US HWY 6 W	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.26
ON RAMP US 6 E	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.22
ON RAMP US 6 W	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.25
ON RAMP US HWY 6 W	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.39
ON RAMP US-1 N	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.22
ON RAMP US-6 E	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.84
ON RAMP US-6 W	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.65
STATE HWY 10 N	Principal Arterial - Other Freeways & Expressways	Yes	Yes	1.76
STATE HWY 10 S	Principal Arterial - Other Freeways & Expressways	Yes	Yes	1.83
STATE HWY 146 N	Principal Arterial - Other Freeways & Expressways	Yes	Yes	2.09
STATE HWY 146 S	Principal Arterial - Other Freeways & Expressways	Yes	Yes	2.09
TOBEY ST	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.03
US HWY 6	Principal Arterial - Other Freeways & Expressways	Yes	Yes	0.05
US HWY 6 E	Principal Arterial - Other Freeways & Expressways	Yes	Yes	3.04
US HWY 6 W	Principal Arterial - Other Freeways & Expressways	Yes	Yes	3.13

Name	Functional Classification	NHS	Federal Aid	Miles
195 EAST ACCESS RD	Principal Arterial - Other	Yes	Yes	0.07
ALLENS AVE	Principal Arterial - Other	Yes	Yes	1.74
ANGELL ST	Principal Arterial - Other	Yes	Yes	0.87
ASHBURTON ST	Principal Arterial - Other	Yes	Yes	0.40
BENEFIT ST	Principal Arterial - Other	Yes	Yes	0.01
BRIDGE ST	Principal Arterial - Other	Yes	Yes	0.19
BROAD ST	Principal Arterial - Other	Yes	Yes	2.74
CANAL ST	Principal Arterial - Other	Yes	Yes	0.49
CHARLES ST	Principal Arterial - Other	Yes	Yes	1.15
DOUGLAS AVE	Principal Arterial - Other	Yes	Yes	2.13
DYER ST	Principal Arterial - Other	Yes	Yes	0.41
EAST FRANKLIN ST	Principal Arterial - Other	Yes	Yes	0.32
EDDY ST	Principal Arterial - Other	Yes	Yes	1.51
ELMWOOD AVE	Principal Arterial - Other	Yes	Yes	4.22
EXIT 21	Principal Arterial - Other	Yes	Yes	0.05
FRANKLIN ST	Principal Arterial - Other	Yes	Yes	0.30
GANO ST	Principal Arterial - Other	Yes	Yes	0.70
LINDEN AVE	Principal Arterial - Other	No	Yes	0.05
MEMORIAL BLVD	Principal Arterial - Other	Yes	Yes	0.95
MILL ST	Principal Arterial - Other	Yes	Yes	0.09
NARRAGANSETT BLVD	Principal Arterial - Other	Yes	Yes	0.35
NASHUA ST	Principal Arterial - Other	Yes	Yes	0.03
NORTH MAIN ST	Principal Arterial - Other	Yes	Yes	4.07
OFF RAMP FROM US HWY 6 E	Principal Arterial - Other	Yes	Yes	0.19
ON RAMP TO US HWY 6 W	Principal Arterial - Other	Yes	Yes	0.18
ORMS ST	Principal Arterial - Other	Yes	Yes	0.28
PLAIN ST	Principal Arterial - Other	Yes	Yes	0.15
POINT ST	Principal Arterial - Other	Yes	Yes	0.74
RESERVOIR AVE	Principal Arterial - Other	Yes	Yes	0.98
SERVICE RD 7	Principal Arterial - Other	Yes	Yes	0.56
SERVICE RD 8	Principal Arterial - Other	Yes	Yes	0.07

Name	Functional Classification	NHS	Federal Aid	Miles
SILVER SPRING ST	Principal Arterial - Other	Yes	Yes	0.01
SMITH ST	Principal Arterial - Other	Yes	Yes	2.64
SMITHFIELD AVE	Principal Arterial - Other	Yes	Yes	1.21
SOUTH MAIN ST	Principal Arterial - Other	Yes	Yes	0.86
SOUTH WATER ST	Principal Arterial - Other	Yes	Yes	0.64
STEEPLE ST	Principal Arterial - Other	No	Yes	0.01
STEEPLE ST	Principal Arterial - Other	Yes	Yes	0.10
THOMAS ST	Principal Arterial - Other	Yes	Yes	0.08
THURBERS AVE	Principal Arterial - Other	Yes	Yes	0.39
WASHINGTON ST	Principal Arterial - Other	Yes	Yes	0.08
WATERMAN ST	Principal Arterial - Other	Yes	Yes	0.94
WICKENDEN ST	Principal Arterial - Other	Yes	Yes	0.05
ADMIRAL ST	Minor Arterial	No	Yes	1.93
ANGELL ST	Minor Arterial	No	Yes	0.14
ATWELLS AVE	Minor Arterial	No	Yes	1.93
BARTON ST	Minor Arterial	No	Yes	0.15
BLACKSTONE BLVD	Minor Arterial	No	Yes	3.35
BLACKSTONE ST	Minor Arterial	No	Yes	0.01
BRANCH AVE	Minor Arterial	No	Yes	2.01
BROAD ST	Minor Arterial	No	Yes	0.18
BROADWAY	Minor Arterial	No	Yes	1.58
BUTLER AVE	Minor Arterial	No	Yes	0.31
CARTER ST	Minor Arterial	No	Yes	0.14
CHALKSTONE AVE	Minor Arterial	No	Yes	2.53
CHARLES ST	Minor Arterial	No	Yes	1.19
CRANSTON ST	Minor Arterial	No	Yes	1.40
DEAN ST	Minor Arterial	No	Yes	1.22
DORRANCE ST	Minor Arterial	No	Yes	0.44
DOYLE AVE	Minor Arterial	No	Yes	0.47
DUXBURY ST	Minor Arterial	No	Yes	0.12
EAGLE ST	Minor Arterial	No	Yes	0.37

Name	Functional Classification	NHS	Federal Aid	Miles
EDDY ST	Minor Arterial	No	Yes	0.93
EDNA ST	Minor Arterial	No	Yes	0.07
EMPIRE ST	Minor Arterial	No	Yes	0.24
EXCHANGE ST	Minor Arterial	No	Yes	0.20
EXCHANGE TER	Minor Arterial	No	Yes	0.27
FOUNTAIN ST	Minor Arterial	No	Yes	0.23
FRANCIS ST	Minor Arterial	No	Yes	0.61
FRIENDSHIP ST	Minor Arterial	No	Yes	0.60
FRUIT HILL AVE	Minor Arterial	No	Yes	0.38
GASPEE ST	Minor Arterial	No	Yes	0.25
GLENBRIDGE AVE	Minor Arterial	No	Yes	0.52
HARRIS AVE	Minor Arterial	No	Yes	0.83
HARTFORD AVE	Minor Arterial	No	Yes	1.37
HAYES ST	Minor Arterial	No	Yes	0.10
HENDERSON BRIDGE	Minor Arterial	No	Yes	0.59
HOPE ST	Minor Arterial	No	Yes	2.71
HUNTINGTON AVE	Minor Arterial	No	Yes	1.52
KILLINGLY ST	Minor Arterial	No	Yes	1.07
KINSLEY AVE	Minor Arterial	No	Yes	0.48
LOCKWOOD ST	Minor Arterial	No	Yes	0.34
MANTON AVE	Minor Arterial	No	Yes	2.00
MESSER ST	Minor Arterial	No	Yes	0.09
MOUNT PLEASANT AVE	Minor Arterial	No	Yes	1.64
NIANTIC AVE	Minor Arterial	No	Yes	1.04
OAKLAND AVE	Minor Arterial	No	Yes	0.14
OLNEY ST	Minor Arterial	No	Yes	0.43
OLNEYVILLE SQ	Minor Arterial	No	Yes	0.03
ON RAMP RI-10 N	Minor Arterial	No	Yes	0.13
ORMS ST	Minor Arterial	No	Yes	0.58
PARK ST	Minor Arterial	No	Yes	0.12
PINE ST	Minor Arterial	No	Yes	0.48

Name	Functional Classification	NHS	Federal Aid	Miles
PLAINFIELD ST	Minor Arterial	No	Yes	1.61
POCASSET AVE	Minor Arterial	No	Yes	0.79
POINT ST	Minor Arterial	No	Yes	0.20
PONTIAC AVE	Minor Arterial	No	Yes	0.24
PROMENADE ST	Minor Arterial	No	Yes	0.49
PUBLIC ST	Minor Arterial	No	Yes	1.24
RANDALL ST	Minor Arterial	No	Yes	0.22
RAYMOND ST	Minor Arterial	No	Yes	0.28
RESERVOIR AVE	Minor Arterial	No	Yes	0.10
RIVER AVE	Minor Arterial	No	Yes	1.80
ROGER WILLIAMS AVE	Minor Arterial	No	Yes	0.47
SABIN ST	Minor Arterial	No	Yes	0.16
SILVER SPRING ST	Minor Arterial	No	Yes	0.94
SOUTH ANGELL ST	Minor Arterial	No	Yes	0.30
SUNSET AVE	Minor Arterial	No	Yes	0.25
THURBERS AVE	Minor Arterial	No	Yes	0.47
UNION AVE	Minor Arterial	No	Yes	1.03
UNNAMED_4	Minor Arterial	No	Yes	0.03
VALLEY ST	Minor Arterial	No	Yes	1.43
WASHINGTON ST	Minor Arterial	No	Yes	0.75
WATERMAN ST	Minor Arterial	No	Yes	0.41
WESTMINSTER ST	Minor Arterial	No	Yes	1.40
WEYBOSSET ST	Minor Arterial	No	Yes	0.42
WICKENDEN ST	Minor Arterial	No	Yes	0.67
5TH ST	Major Collector	No	Yes	0.40
7TH ST	Major Collector	No	Yes	0.28
ACADEMY AVE	Major Collector	No	Yes	1.23
ACORN ST	Major Collector	No	Yes	0.18
ADELAIDE AVE	Major Collector	No	Yes	0.60
ALDRICH ST	Major Collector	No	Yes	0.27
ALFRED STONE RD	Major Collector	No	Yes	0.12

Name	Functional Classification	NHS	Federal Aid	Miles
APPLETON ST	Major Collector	No	Yes	0.12
BARBARA LEONARD WAY	Major Collector	No	Yes	0.20
BATH ST	Major Collector	No	Yes	0.30
BENEFIT ST	Major Collector	No	Yes	1.20
BLACKSTONE ST	Major Collector	No	Yes	0.85
BRIDGHAM ST	Major Collector	No	Yes	0.51
BROOK ST	Major Collector	No	Yes	0.84
BUCKLIN ST	Major Collector	No	Yes	0.76
BURNS ST	Major Collector	No	Yes	0.32
BUTLER AVE	Major Collector	No	Yes	0.19
CAHIR ST	Major Collector	No	Yes	0.16
CALVERLY ST	Major Collector	No	Yes	0.26
CAMP ST	Major Collector	No	Yes	0.80
CANDACE ST	Major Collector	No	Yes	0.27
CAPITOL HILL ST	Major Collector	No	Yes	0.21
CATHEDRAL AVE	Major Collector	No	Yes	0.30
CEMETERY ST	Major Collector	No	Yes	0.15
CHAD BROWN ST	Major Collector	No	Yes	0.30
CHESTNUT ST	Major Collector	No	Yes	0.43
CLIFFORD ST	Major Collector	No	Yes	0.49
COLLEGE ST	Major Collector	No	Yes	0.12
CORLISS ST	Major Collector	No	Yes	0.48
CYPRESS ST	Major Collector	No	Yes	0.57
DE PASQUALE AVE	Major Collector	No	Yes	0.21
DEAN ST	Major Collector	No	Yes	0.41
DELAINE ST	Major Collector	No	Yes	0.25
DEXTER ST	Major Collector	No	Yes	1.14
DUDLEY ST	Major Collector	No	Yes	0.78
EARL ST	Major Collector	No	Yes	0.07
EATON ST	Major Collector	No	Yes	1.08
ELMGROVE AVE	Major Collector	No	Yes	1.67

Name	Functional Classification	NHS	Federal Aid	Miles
ERNEST ST	Major Collector	No	Yes	0.34
ERNEST ST	Major Collector	Yes	Yes	0.20
EXCHANGE ST	Major Collector	No	Yes	0.11
FINANCE WAY	Major Collector	No	Yes	0.14
FOUNTAIN ST	Major Collector	No	Yes	0.20
FRIENDSHIP ST	Major Collector	No	Yes	0.61
FROST ST	Major Collector	No	Yes	0.12
GALILEO AVE	Major Collector	No	Yes	0.33
GANO ST	Major Collector	No	Yes	0.17
GENTIAN AVE	Major Collector	No	Yes	0.58
HAROLD ST	Major Collector	No	Yes	0.39
HARRIS AVE	Major Collector	No	Yes	0.88
HAWKINS ST	Major Collector	No	Yes	0.58
HEMLOCK ST	Major Collector	No	Yes	0.16
HOLDEN ST	Major Collector	No	Yes	0.28
HOME AVE	Major Collector	No	Yes	0.02
HUXLEY AVE	Major Collector	No	Yes	0.24
INDIA ST	Major Collector	No	Yes	0.62
IVES ST	Major Collector	No	Yes	0.62
JUSTICE ST	Major Collector	No	Yes	0.07
KENNEDY PLZ	Major Collector	No	Yes	0.19
KINSLEY AVE	Major Collector	No	Yes	0.50
KNIGHT ST	Major Collector	No	Yes	0.58
LAUREL HILL AVE	Major Collector	No	Yes	0.84
LLOYD AVE	Major Collector	No	Yes	0.83
LUBEC ST	Major Collector	No	Yes	0.27
MAGNOLIA ST	Major Collector	No	Yes	0.29
MATHEWSON ST	Major Collector	No	Yes	0.23
MESSER ST	Major Collector	No	Yes	0.41
MONTGOMERY AVE	Major Collector	No	Yes	0.34
MORRIS AVE	Major Collector	No	Yes	0.02

Name	Functional Classification	NHS	Federal Aid	Miles
MURRAY ST	Major Collector	No	Yes	0.08
NARRAGANSETT AVE	Major Collector	No	Yes	0.57
NEW YORK AVE	Major Collector	No	Yes	0.34
OAKLAND AVE	Major Collector	No	Yes	0.35
OCONNELL ST	Major Collector	No	Yes	0.21
ORTOLEVA DR	Major Collector	No	Yes	0.44
OVERHILL RD	Major Collector	No	Yes	0.11
OXFORD ST	Major Collector	No	Yes	0.84
PARK ROW	Major Collector	No	Yes	0.15
PARK ROW WEST	Major Collector	No	Yes	0.07
PARK ST	Major Collector	No	Yes	0.18
PARKIS AVE	Major Collector	No	Yes	0.19
PETTEYS AVE	Major Collector	No	Yes	0.39
PILSUDSKI ST	Major Collector	No	Yes	0.21
PITMAN ST	Major Collector	No	Yes	0.35
PLAINFIELD ST	Major Collector	No	Yes	0.00
PLEASANT VALLEY PKWY	Major Collector	No	Yes	0.88
POTTERS AVE	Major Collector	No	Yes	1.68
POWER ST	Major Collector	No	Yes	0.79
PRAIRIE AVE	Major Collector	No	Yes	1.42
PROMENADE ST	Major Collector	No	Yes	0.11
PUTNAM ST	Major Collector	No	Yes	0.30
RIALTO ST	Major Collector	No	Yes	0.11
RICHMOND ST	Major Collector	No	Yes	0.51
RIDGE ST	Major Collector	No	Yes	0.18
ROCHAMBEAU AVE	Major Collector	No	Yes	0.94
ROSEBANK AVE	Major Collector	No	Yes	0.17
SACKETT ST	Major Collector	No	Yes	0.62
SESSIONS ST	Major Collector	No	Yes	0.24
SHARON ST	Major Collector	No	Yes	0.51
SHIPYARD ST	Major Collector	No	Yes	0.40

Name	Functional Classification	NHS	Federal Aid	Miles
SILVER LAKE AVE	Major Collector	No	Yes	0.40
SOUTH MAIN ST	Major Collector	No	Yes	0.04
STANDISH AVE	Major Collector	No	Yes	0.08
STATE ST	Major Collector	No	Yes	0.24
STEWART ST	Major Collector	No	Yes	0.22
STILLMAN ST	Major Collector	No	Yes	0.08
SWISS ST	Major Collector	No	Yes	0.13
TERRACE AVE	Major Collector	No	Yes	0.29
THAYER ST	Major Collector	No	Yes	0.74
TOBEY ST	Major Collector	No	Yes	0.10
TROY ST	Major Collector	No	Yes	0.19
VEAZIE ST	Major Collector	No	Yes	0.61
WAYLAND AVE	Major Collector	No	Yes	0.55
WEBSTER AVE	Major Collector	No	Yes	0.52
WELLINGTON AVE	Major Collector	No	Yes	0.01
WEST EXCHANGE ST	Major Collector	No	Yes	0.58
WEST RIVER ST	Major Collector	No	Yes	0.56
WESTMINSTER ST	Major Collector	No	Yes	0.45
WEYBOSSET ST	Major Collector	No	Yes	0.04
WHIPPLE ST	Major Collector	No	Yes	0.29
WHITFORD AVE	Major Collector	No	Yes	0.69
WOODWARD RD	Major Collector	No	Yes	0.71
WOONASQUATUCKET AVE	Major Collector	No	Yes	0.18
WYNDHAM AVE	Major Collector	No	Yes	0.01
COLLEGE RD	Minor Collector	No	Yes	0.72
EDDY ST	Minor Collector	No	Yes	0.21
FRICKER ST	Minor Collector	No	Yes	0.15
GOVERNOR ST	Minor Collector	No	Yes	0.10
LEDGE ST	Minor Collector	No	Yes	0.42
SHIP ST	Minor Collector	No	Yes	0.17
SNOW ST	Minor Collector	No	Yes	0.17

Name	Functional Classification	NHS	Federal Aid	Miles
TERMINAL RD	Minor Collector	No	Yes	0.54
UNION ST	Minor Collector	No	Yes	0.07