



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

CONTRACTORS REQUEST FOR BIDS

**Item Description: WOONASQUATUCKET RIVER GREENWAY
Minuetraq#: 40161**

Date to be opened: TUESDAY, JUNE 20, 2023

Issuing Department: DEPARTMENT OF PLANNING AND DEVELOPMENT

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-12) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “Solicitation Question”
- Please direct questions relative to the specifications or contract documents in writing to Jess Lance, Acting Director of Special Projects, Department of Planning & Development **and** cc: Robert A. Smith, P.E., McMahon, a Bowman Company
 - Email: jlance@providenceri.gov, cc: robertsmith@bowman.com
 - Please use subject line “Woonasquatucket River Greenway Request for Bids”

PRE-BID CONFERENCE

A Mandatory Virtual Pre-Bid Conference has been scheduled for Tuesday, May 30th at 1:30 PM. The Zoom link for the mandatory virtual pre-bid conference is <https://mcmahon.zoom.us/j/94996608718?pwd=K3FBL1JpZGovbDdGR3d1eW5TMnBhQT09>, passcode: ^rnPD4



**BOARD OF CONTRACT AND SUPPLY
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INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 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 Conference Room 305, 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 solicitation 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 solicitation. If you have an old version of a form **do not 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**

****PLEASE NOTE:** 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 **NOT** requested to be provided in your initial bid by design.*

All bids submitted to the City Clerk become public record. 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.



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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
- **Bid Form 2:** Certification of Bidder as 2nd page
- **Bid Form 3:** Certificate Regarding Public Records
- **Bid Form 4:** Affidavit of City Vendor
- **DBE Special Provisions:** This project will utilize Rhode Island Department of Transportation (RIDOT) DBE forms and requirements due to the use of Federal funds. The DBE Special Provisions form required by RIDOT can be found in the appendices. The DBE goal for this project is 10%. The City of Providence forms from the Minority and Women Business Enterprise Program are not required for this project.
- **City Required Forms:**
 1. Form of Bid
 2. Bid Bond
 3. Certificate of Corporate Principal
 4. Non-Collusion Affidavit of Prime Bidder
 5. Non-Collusion Affidavit of Subcontractor
 6. Certification of Non-Segregated Facilities
 7. Bidder's Certification for Equal Employment Opportunity
 8. Special Requirement for All Out-of-State Contractors and Firms
 9. Certification with Regard to Performance of Previous Contracts and Subcontracts
 10. Affidavit of Non-Discrimination
 11. Certification of Non-Discrimination in Equal Employment Opportunity
 12. Statement of Bidders Qualifications
 13. Proposed Subcontractors
 14. Schedule of Unit Prices (see Appendices)
 15. Schedule of Rates for all Labor and Equipment
- **RIDOT Required Forms:** (*see Appendices*)

Forms 1-7 are to be submitted with the bid, forms 8-13 shall be submitted during post qualifications.

 1. Anti-Collusion Certificate for Contract and Force Account
 2. Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary Covered Transactions
 3. Conflicts Disclosure Statement
 4. DBE Special Provisions
 5. Disclosure of Lobbying Activities
 6. Requirement for Affirmative Action to Ensure Equal Opportunity
 7. USDOT Standard Title VI/Nondiscrimination Assurances for Contractors
 8. DBE Utilization Plan
 9. Affidavit of Non-Discrimination



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10. Certification of Non-Discrimination in Equal Employment Opportunity
 11. EEO Contract Compliance Report
 12. EEO Certificate of Compliance
 13. On-the-Job Training Acknowledgement & Statement of Compliance
- **Bidder's Proposal/Package:** Formal response to the requirements as outlined in the Bid Package Specification Section of this document, 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 6 of this document under "Bid Terms")*

All of the above listed documents are REQUIRED, both City forms 1-15 and RIDOT forms 1-7.
(With the exception of financial assurances, which are only required if specified on page 6 and the RIDOT forms 8-13 that will be required during post qualifications.)

******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.***



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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 [Open Meetings Portal](#).
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 ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 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.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. 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 5 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. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.

c) A performance and payment bond (statutory form and noted on the federal register) 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 **ninety (90) 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



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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, noting the City of Providence and Providence Public Building Authority as additionally insured.



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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 *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

****If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (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



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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), “Business” means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the “Business” _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:
 Recipient(s) of the Contribution:
 Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:
 Recipient(s) of the Contribution:
 Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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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 **NOT** 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.*

All bids submitted to the City Clerk become public record. 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.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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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.
11. 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



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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.

BID PACKAGE SPECIFICATIONS

Introduction

The City of Providence seeks consultant services from a qualified contractor, to provide construction services associated with the Woonasquatucket River Greenway Project as outlined in the attached Contract Documents.

CITY OF

CONTRACT DOCUMENTS
Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

HONORABLE Brett Smiley
Mayor, City of Providence



PREPARED BY:

DEPARTMENT of PLANNING AND DEVELOPMENT
444 Westminster Street
Providence, Rhode Island 02903
(401) 680-8400

Joseph Mulligan, Director

R.I. CONTRACT NO. 2022-CE-062

F.A. PROJECT NO. STP-WRGW-001

CIP NO. 4.01

MAY 2023

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INVITATION FOR BIDS WOONASQUATUCKET RIVER GREENWAY

PROVIDENCE, RHODE ISLAND

R.I. Federal Aid Project No. STP-WRGW-001 and R.I. Contract No. 2022-CE-062 are for the Woonasquatucket River Greenway project. The work to be performed under this Contract includes, but is not limited to, all labor, material and equipment necessary to construct shared use path, sidewalk, and roadway improvements on Kinsley Avenue, Promenade Street, and Providence Place between Eagle Street and Park Street; and also at the intersection of Francis Street at Finance Way in the City of Providence, RI. Included in the work is the installation of bituminous shared use path, new concrete sidewalk, curb ramps, and detectable warning systems; the resurfacing of the area roadways; the construction of a slip lane at the intersection of Promenade Street and Bath Street; removal and disposal of existing signs and installation of new signs; installation of pavement markings; the installation of new traffic signals and existing traffic signal modifications; the installation of green infrastructure; the installation of new decorative lighting poles; the installation of a fence and a gate; landscaping improvements; the installation of a kayak launch and pocket parks and 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.

The Owner is defined as the Providence Public Buildings Authority (PPBA), the City of Providence (City), and the City of Providence Department of Planning and Development (DPD).

All the above shall be performed in strict accordance with the Contract Documents and is to be completed in full by FRIDAY, NOVEMBER 15, 2024.

Copies of the Bidding/Contract Documents will be available for inspection at the office of the Purchasing Agent, Providence City Hall, 3rd Floor, Providence, Rhode Island 02903, on **Monday, May 22, 2023**. Bid documents will also be available for download from <https://www.providenceri.gov/purchasing/openrfpsummary/> and <https://www.bidnetdirect.com/rhode-island/providenceri> There will be no charge or fee for obtaining each set of bidding documents.

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, June 6, 2023 at 12:00**. Bidders are responsible to monitor the website for addendum. An addendum acknowledgment page is included in the Required Bidding Documents.

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 bid. The bid 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 Performance Bond in an amount of One Hundred (100%) percent of the contract price and a Labor and Material Payment Bond 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 37-13-14 and 37-13-1 et seq.

The Bidders' attention is called to the fact that minimum salaries and wages, as set forth in the Bidding/Contract Documents, must 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 Roadway Improvement Projects. Roadway Improvement Projects shall be defined as existing, active roadways within an existing city, state or federally owned right-of-way. 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 Department of Public Works 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 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, July 17, 2023**. The Board of Contract and Supply may take up to ninety (90) days to formally award.

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

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid to the Purchasing Department.
 - Email: purchasing@providenceri.gov (Please use "Solicitation Question" in the subject line)
- Please direct questions relative to the contract documents in writing to Jess Lance, Acting Director of Special Projects, Department of Planning & Development and cc: Robert A. Smith, P.E., McMahon, a Bowman Company
 - Email: jlance@providenceri.gov, cc: robertsmith@bowman.com

Joseph Mulligan
Director

Brett Smiley
Mayor

INSTRUCTION TO BIDDERS WOONASQUATUCKET RIVER GREENWAY

PROVIDENCE, RHODE ISLAND

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. 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 mailed to each person 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.

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.

4. ALTERNATE BIDS

There are no add alternate bids in this contract.

5. ALLOWANCES

A. Allowances shall be included as part of the Base Bid and then further delineated in the Project Schedule of Unit Prices. Allowances are subject to all General Conditions and Standards of the Contract.

1. Item Code 999.0002 – Roadway Infrastructure Repair (\$100,000.00): This allowance is for roadway infrastructure repairs that are identified during construction that were not included in the Contract Documents. Infrastructure repairs include sinkholes, voids in roadway subbase/base, repair and/or replacement of drainage inlets, drainage pipes, frame and covers/grates, sewer services, sewer mains, sewer manholes, traffic signal systems, etc. All work under this allowance shall be reviewed and approved by the owner prior to work being performed.

Work under this allowance will be reimbursed on a time and materials basis including overhead and profit. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

2. Item Code 999.0003 – Miscellaneous Curb and Sidewalk Repairs (\$50,000): This allowance is for sidewalk related repairs that are identified during construction that were not included in the Contract Documents. Work includes tree root grinding and/or removal, building foundation repairs/improvements, and other issues resulting from proposed sidewalk and curb ramp work along the curb line and back of sidewalk.

Work under this allowance will be reimbursed on a time and materials basis including overhead and profit. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

3. Item Code 999.0004 – Environmental Hazards (\$75,000): This allowance is for unanticipated hazardous materials remediation that may be required if materials are encountered as part of the construction of the project that were not included in the Contract Documents. Work under this allowance may include the cost of environmental consultants, engineering, permit and application fees, and remediation work.

Work under this allowance will be reimbursed on a time and materials basis including overhead and profit. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

4. Item Code 999.0005 – Electrical, Communications, Gas and Water Works (\$40,000): This allowance addresses possible scope and field changes resulting from conflicts with underground utilities (i.e. electric, communications, natural gas, and domestic water) that may be identified during the course of the work.

Work under this allowance will be reimbursed on a time and materials basis including overhead and profit. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

5. Item Code 999.0006 – National Grid Utility Adjustments (\$50,000): This allowance addresses utility adjustments to be performed by National Grid that may be identified during the course of the work.

Work under this allowance will be reimbursed on a time and materials basis including overhead and profit. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

6. Item Code 999.0007 – Lighting System (\$25,000): This allowance is for lighting system repairs that are identified during construction that were not included in the Contract Documents. Lighting system repairs include the repair or replacement of electrical conductors, electrical connections, overcurrent protection devices, conduit, or handholes associated with the circuits subject to modification under this contract.

Work under this allowance will be reimbursed on a time and materials basis including overhead and profit. Contractor to provide Owner a detailed cost estimate of work for review and approval by Owner.

7. Item Code 999.0007 – Quantity Adjustments (\$50,000): This allowance addresses scope creep where the anticipated quantity values in the base bid may be exceeded.

Work under this allowance will be reimbursed based on the unit values that are established as part of the unit costs for the project submitted in the base bid.

- B. While allowances are part of the overall Base Bid Value and Awarded Contract Value submitted, that Contractor is advised that there are no guarantees that the Allowances will be used or otherwise drawn down on and should have no expectation of the allowance work being awarded, as such all costs to deliver the Base Bid Work including but not limited to Overhead and Profit and shall be part of the Base Bid value less the Allowance.

Allowances will be accounted for in the Schedule of Unit Prices as separate line items with the value debited as separate values as they are drawn against.

- C. Unless otherwise provided in the Contract Documents and/or otherwise defined as part of the Defined/Prescribed Allowance Reimbursement Protocol:
 1. All Proposals for work to be completed under the Allowance allocation(s) shall cover but not be limited to the total cost to the Owner through the Contractor, including reimbursements to Consultants Utilities, Agencies, and/or Firm of all required and incidental services, materials, equipment, storage, and administrative costs to complete a task.
 2. Allowances shall be tracked via zero-dollar change orders that reflect a detailed description and price breakout of the work, outlining the agreed value, and the overall adjustment in time as may be required. Work Performed drawing against the Allowance shall be clearly defined and debited from the contract as the funds are being used.

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. All blank spaces for Bid Prices shall be filled in in ink or typewritten; in both words and figures.

-
- B. Required documents: Bid, Bid Documents including the Bid, 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 two paper copies 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.**
 - C. 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.
 - D. If the Contract is awarded it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. However, the City reserves the right to select an alternate bidder, if in the best interest of the City. The Contract will require the completion of the work according to the Contract Documents.
 - E. Each Bidder shall include in his Bid the following information:

PRINCIPALS	FIRM
Names	Name
Home Addresses,	Address
including City, State and Zip Code.	City, State and Zip Code

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.

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.

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 constructing the type of improvements 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 Roadway Improvement Projects. Roadway Improvement Projects shall be defined as existing, active roadways within an existing city, state or federally owned right-of-way. Instructions on documenting this experience are included in the STATEMENT OF BIDDER'S QUALIFICATIONS bid form.
- C. The Low Bidder (Responsive and Responsible) must:
1. Provide the names and qualifications of the Superintendent and Supervisory personnel assigned major features of work;
 2. Provide a description of all self-performed work;
 3. Provide the names of proposed subcontractors and extent of work to be performed;
 4. Provide the name of the firm's Equal Employment Opportunity with reference to the City or State;
 5. Provide Certification of Non-Discrimination in Equal Employment Opportunity with reference to the State;
 6. Provide original letters from Bonding & Insurance Companies District Offices indicating willingness to furnish bonds/certificates;
 7. 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.
 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 list of 10 most recent contracts completed;
 10. Provide list of all uncompleted contracts;
 11. 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.

The following items shall be provided by the low bidder during post qualification after the bid opening has occurred:

1. Provide a list of equipment owned/leased in their possession;
2. Provide insurance documentation naming the Owner as additionally insured on a primary and non-contributory basis.

10. UNIT PRICES AND SUPPLEMENTAL UNIT PRICES

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 the appendices.

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.

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.

11. CORRECTIONS

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

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.

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.

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.

15. DESCOPE 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.

16. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to the lowest, qualified responsible Bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The Bidder 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 Contract 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 (see GENERAL CONDITIONS PART II, Section 202).

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 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.

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 work day 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/>.

19. EQUAL EMPLOYMENT OPPORTUNITY

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.

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 substantially complete by **FRIDAY, OCTOBER 11, 2024** and fully completed by **FRIDAY, NOVEMBER 15, 2024**.
- 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 Planning and Development, 444 Westminster Street, Providence, Rhode Island 02903 and the PPBA, 50 South Main Street, Providence, RI 02903.
- 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 303.

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.

22. BALANCED BIDDING

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.

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. In the event that 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.

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 actually 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, except 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.

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.

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 Engineer and Owner.

27. CONDITIONS OF WORK

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 the Drawings and the Traffic Management Plan, as found in the appendices. 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.

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.

28. NOTICE OF SPECIAL CONDITIONS

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

- A. Inspection and testing of materials
- B. Insurance requirements
- C. Wage rates
- D. Interpretation of drawings and specifications
- E. Test Pits

-
- F. The use of explosives
 - G. As-built drawings
 - H. Existing utilities and connections
 - I. Layout of work
 - J. Locations of work
 - K. Schedule of work
 - L. Salvageable materials
 - M. Construction schedule
 - N. Preconstruction conference
 - O. 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

The Contractor shall submit a Life and Safety Plan prior to the execution of the Work including the Contractor's COVID-19 Plan

- P. Environmental

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.

30. DEFINITIONS

The term "Owner" means the Department of Planning and Development which is authorized to undertake this contract.

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, the Woonasquatucket River Watershed Council, 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, National Grid, 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 Engineer and Owner for approval before commencing work.

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.

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

34. INSTRUCTIONS TO BIDDERS

Instructions to Bidders are contained in the Instructions to Bidders Division, 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.

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.

36. PRE-BID CONFERENCE

A MANDATORY PRE-BID CONFERENCE HAS BEEN SCHEDULED FOR TUESDAY, MAY 30, 2023 AT 1:30 PM. THE PRE-BID CONFERENCE WILL OCCUR OVER ZOOM.

37. BIDDING REQUIREMENTS

Notice of Special Requirements:

- A. Attention is particularly called to those parts of the Contract Documents and Specifications dealing with the following:
 - 1. Non-Collusive Affidavit
 - 2. Insurance Requirements
 - 3. Wage Rates
 - 4. Required State Certifications
 - 5. Requirements for Affirmative Action
 - 6. Federal Procurement Regulations
 - 7. Minority Employment and EEO Compliance
 - 8. Special Requirement for All Out-of-State Contractors and Firms
 - 9. First Source List
 - 10. Miscellaneous/Notifications/Required License
 - 11. 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.

38. REQUIRED BID DOCUMENTS

- A. The following City documents must be fully executed on the special forms provided herein and must accompany all bids:
1. Form of Bid
 2. Bid Bond
 3. Certificate of Corporate Principal
 4. Non-Collusion Affidavit of Prime Bidder
 5. Non-Collusion Affidavit of Subcontractor
 6. Certification of Non-Segregated Facilities
 7. Bidder's Certification for Equal Employment Opportunity
 8. Special Requirement for All Out-of-State Contractors and Firms
 9. Certification with Regard to Performance of Previous Contracts and Subcontracts
 10. Affidavit of Non-Discrimination
 11. Certification of Non-Discrimination in Equal Employment Opportunity
 12. Statement of Bidders Qualifications
 13. Proposed Subcontractors
 14. Schedule of Unit Prices (see appendices)
 15. Schedule of Rates for all Labor and Equipment

RIDOT forms 1-7, as detailed on Page 3 of this RFP must also be included as part of the bid package.

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.

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.

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.

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.

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.

- E. 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 and the Engineer Inspector 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.

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.

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.

43. HOLDING OF BIDS BY DEPARTMENT OF PUBLIC WORKS

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.

44. AWARD OF CONTRACT / START OF CONSTRUCTION

The CONTRACT for construction is expected to be awarded on **MONDAY, SEPTEMBER 25, 2023**. The Board of Contract and Supply may take up to 90 days to formally award the Contract and the Contract shall commence work no earlier than 5 days and no later than 10 days after signed contract unless otherwise agreed to in writing.

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.

**REQUIRED BIDDING DOCUMENTS
WOONASQUATUCKET RIVER GREENWAY**

PROVIDENCE, RHODE ISLAND

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.

1. Form of Bid
2. Bid Bond
3. Certificate as to Corporate Principal
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor
6. Certification of Non-Segregated Facilities
7. Bidder's Certification for Equal Employment Opportunity
8. Special Requirement for All Out-of-State Contractors and Firms
9. Certification with Regard to Performance of Previous Contracts and Subcontracts
10. Affidavit of Non-Discrimination
11. Certification of Non-Discrimination in Equal Employment Opportunity
12. Statement of Bidder's Qualifications
13. Proposed Subcontractors
14. Schedule of Unit Prices (see appendices)
15. Schedule of Rates for all Labor and Equipment
16. Required RIDOT forms 1-7 (see Page 3 and appendices)

**FORM OF BID
WOONASQUATUCKET RIVER GREENWAY**

PROVIDENCE, RHODE ISLAND

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

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) (itself) with existing conditions at the **Woonasquattucket River Greenway** 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, Technical Specifications, Schedule of Unit Prices, 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 **WOONASQUATUCKET RIVER GREENWAY** 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 items and quantities listed in the submitted Schedules of Unit Prices.

BASE BID PRICE

The Bidder submits this **Bid Proposal** to perform all the Work as defined and described in the solicitation including but not limited to labor, materials, general conditions, and administrative costs INCLUDING THE VALUE of the ALLOWANCE TOTAL as defined in the section entitled "Allowances" below in the sum of

\$ _____
(Enter Base Bid Costs in Numerical Format above)

(Enter Base Bid Costs in Written Format above)

ALLOWANCES (Total of Values are included in the Base Bid Total Above)

The following defined allowances shall be carried as part of the Base Bid Total as defined above:

- 999.0002 Roadway Infrastructure Repair
- 999.0003 Miscellaneous Cub and Sidewalk Repairs
- 999.0004 Environmental Hazards
- 999.0005 Electrical, Communications, Gas and Water Works
- 999.0006 National Grid Utility Adjustments
- 999.0007 Lighting System
- 999.0008 Quantity Adjustments

Total of Allowances \$ _____

The Bidder hereby acknowledges that the Base Bid Value includes all the Work defined with the total of the Allowances Included.

2. In submitting this Bid, the Bidder understands that the right is reserved by the Owner 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.

3. Security in the sum of _____ Dollars (\$ _____), in the form of _____ is submitted herewith in accordance with the Instructions to Bidders.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in 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 a Unit Price), 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.

Bidder Signature and Acknowledgement of Addenda:

DATE: _____, 20____

Official Address:

Name of Bidder (Firm):

 By: _____ (Signature)
 Title: _____

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

_____, 20____

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

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

BID BOND
Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
(Name of Principal)
PRINCIPAL, and _____ AS SURETY are held and firmly bound unto
(Name of Surety)

the **City of Providence** hereinafter called the "Owner", in the penal sum of

_____ Dollars,

(\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the principal has submitted the Accompanying Bid, Dated _____, 20____, for

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 Owner 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 Owner the difference between the amount specified in said Bid and the amount for which the Owner 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)

(Business Address including Zip)

By: _____

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.)

CERTIFICATE AS TO CORPORATE PRINCIPAL
Woonasquatucket River Greenway

P R O V I D E N C E , R H O D E I S L A N D

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)

**NON-COLLUSION AFFIDAVIT OF PRIME
BIDDER**

Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

State of _____

County 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 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) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Department of Public Works or any person interested in 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 Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me this
_____ day of _____, 20____

(Title)

My Commission expires _____

**NON-COLLUSION AFFIDAVIT OF
SUBCONTRACTOR**

Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

State of _____

County 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 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) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Subcontractor, Bidder, firm or person to submit a collusive sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has communication or conference with any other Subcontractor, Bidder, firm or person to fix the price or prices in the attached Bid or of any other Subcontractor, Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Subcontractor, Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Department of Public Works or any person interested in 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.

(Signed) _____

(Title)

Subscribed and sworn to before me this

_____ day of _____, 20____

(Title)

My Commission expires _____

**CERTIFICATION OF
NON-SEGREGATED FACILITIES
Woonasquatucket River Greenway**

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 _____
(Name)

(Signature)

Title _____

**BIDDER'S CERTIFICATION FOR
EQUAL EMPLOYMENT OPPORTUNITY**
Woonasquatucket River Greenway

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**
Woonasquatucket River Greenway

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 _____

Title _____

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**

Woonasquatucket River Greenway

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 _____

By _____

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.

AFFIDAVIT OF NON-DISCRIMINATION

Woonasquatucket River Greenway

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 Laws of _____ and the

Contractor for the _____

Project No.that he makes this affidavit for and on behalf of said Corporation; that during the period

_____, 20__ to _____, 20__, the said corporation has maintained the practices of employment as required by federal, state, and city laws in regards to the hiring of employees for the aforementioned project and that in employment, upgrading, the demotion or transfer, recruitment or recruitment advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship, that it has not discriminated against any employee or applicant for employment on the work covered by this contract because of race, religion, color or national origin.

Signed _____

Name _____

Title _____

Subscribed and sworn to before me this

_____ day of _____, 20__ (Seal)

Signed _____

Title _____

My commission Expires _____

**CERTIFICATION OF NON-DISCRIMINATION
IN EQUAL EMPLOYMENT OPPORTUNITY**

Woonasquatucket River Greenway

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

Woonasquatucket River Greenway

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.

1. Name of Bidder _____ (Proper Name First)
2. Contact Person / Title _____
3. Permanent Main _____
Office Address _____
4. Telephone _____
5. When Organized _____
6. If a Corporation,
When Incorporated _____
7. How many years have you been engaged in the contracting business under your present firm or trade name?

8. State your current contracts in-hand. (Schedule the contracts showing amount of each contract and the appropriate anticipated date of completion.)

9. Will your firm be the Bidder, Designer, Construction Contractor, or Design or Construction Contractor for this project?

10. State the general character of work performed by your Company:

11. Have you ever failed to complete any work awarded to you? _____
If so, where and why: _____

12. Have you ever defaulted on a contract? _____
If so, where and why: _____

13. List the more important projects recently completed by your Company, stating the appropriate cost for each, and the month and year complete:

Projects	Cost	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. List the major equipment your Company has available for this project:

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

19. Credit Available: _____

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 _____

this _____ day 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
Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

I, _____, the BIDDER, hereby propose to utilize the following named SUBCONTRACTORS for the WOONASQUATUCKET RIVER GREENWAY 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: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

2. WORK ITEM/DESCRIPTION: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

3. WORK ITEM/DESCRIPTION: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

4. WORK ITEM/DESCRIPTION: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

5. WORK ITEM/DESCRIPTION: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

6. WORK ITEM/DESCRIPTION: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

7. WORK ITEM/DESCRIPTION: _____

Estimated Value of Work: _____

Subcontractor: _____

Address: _____

City/State/Zip-Code: _____

Telephone No.: _____

(Add additional pages if necessary)

CONTRACT FORMS
Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

List of Forms

1. AGREEMENT

Misc. Agreement Forms:

(TO BE SUBMITTED PRIOR to CONTRACT SIGNING)

2. CONTRACT BOND FOR COMPLETE PERFORMANCE AND FULL PAYMENT
3. LABOR AND MATERIAL PAYMENT BOND

CONSTRUCTION AGREEMENT

Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF PROVIDENCE, THE CITY OF PROVIDENCE DEPARTMENT OF PLANNING AND DEVELOPMENT, AND THE PROVIDENCE PUBLIC BUILDINGS AUTHORITY,
AND
[CONTRACTOR]

WOONASQUATUCKET RIVER GREENWAY

This Construction Agreement (“Agreement”) is made this [#]th day of [Month], 2023 by and between the City of Providence, City of Providence Department of Planning and Development (DPD) and the Providence Public Buildings Authority (PPBA) (collectively “Owner”) and [Firm, Address, City, State, Zip] (“Contractor”) (jointly, “Parties”).

Project: R.I. Federal Aid Project No. STP-WRGW-001 and R.I. Contract No. 2018-EC-001 are for the Woonasquatucket River Greenway project. The work to be performed under this Contract includes, but is not limited to, all labor, material and equipment necessary to construct shared use path, sidewalk, and roadway improvements on Kinsley Avenue, Promenade Street, and Providence Place between Eagle Street and Park Street; and also at the intersection of Francis Street at Finance Way in the City of Providence, RI. Included in the work is the installation of bituminous shared use path, new concrete sidewalk, curb ramps, and detectable warning systems; the resurfacing of the area roadways; the construction of a slip lane at the intersection of Promenade Street and Bath Street; removal and disposal of existing signs and installation of new signs; installation of pavement markings; the installation of new traffic signals and existing traffic signal modifications; the installation of green infrastructure; the installation of new decorative lighting poles; the installation of a fence and a gate; landscaping improvements; the installation of a kayak launch and pocket parks and 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.

Project Address: Kinsley Avenue, Promenade Street, and Providence Place between Eagle Street and Park Street; and also at Francis Street at Finance Way.

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 Planning and Development and issued by Owner as part of the Request for Bids – Woonasquatucket River Greenway awarded in Month Year;
 - 1.2.1. Bid submitted by Contractor dated [enter date];
 - 1.2.2. Contract Documents, Woonasquatucket River Greenway, prepared by Department of Planning and Development, dated May 2023;

1.2.3. Plan of Woonasquatucket River Greenway, Kinsley Avenue, Providence Place & Promenade Street (Eagle Street to Park Street), City of Providence, RI Contract No. 2022-CE-062, prepared by McMahon Associates, Inc. and Horsley Witten Group, Inc., dated May 2023;

1.3 Each of the Contract Documents forms part of and is fully incorporated in this Agreement.

1.4 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 Engineer and Owner.

2.4 Contractor agrees to perform the necessary construction, project installation 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 (\$XXXXXXXXXX). Owner and Contractor may amend the Agreement Price (\$XXXXXXXXXX) 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, based on past years, include but are not limited to:

- Waterfire
- Events at the Dunkin' Donut Center
- Events at the Convention Center

- Events at the Veterans Memorial Theater
- Events on Federal Hill

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, subcontractors, 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 provided environmental test reports are provided to assure they are not contaminated. Test reports shall be provided in advance of materials being brought to the site. No excavated material from this project shall be reused.

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 earlier than Month, Day, Year, no later than Month, Day, Year, and must substantially complete work by Month, Day, Year and fully complete work by Month, Day, Year 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 In certain situations, Contractor may be required by Owner to work overtime and, if Contractor is not in default under the Agreement, Contractor shall be paid additional compensation as agreed to in writing prior to performance of the overtime work. Owner must approve in advance and in writing all overtime work for which Contractor seeks additional compensation and such overtime work will be addressed in a Change Order.

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.

The rate Schedule will be reviewed during Bid Review process for fairness and will be part of the review for the De-Scope Meeting.

- 3.9 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.
- 3.10 Contractor shall provide safe and proper facilities for inspection at all times during performance of the Contract Work including preparing and maintaining a **Safety Plan to be submitted prior to the start of Work.**
- 3.11 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.
- 3.12 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.
- 3.13 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 final payment, or within such longer period of time as provided by any manufacturer's warranty, and correct 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 of 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.
- 5.5 If materials are not delivered promptly, Owner may expedite or substitute delivery of material to be supplied by Contractor and back charge Contractor for any costs incurred.

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.
- 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.
- 9.2 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 For the satisfactory performance and timely completion of the Contract Work, Owner shall pay Contractor the Agreement Price, subject to additions and deductions as herein provided. Payment will be less the aggregate of previous payments.

12.2 As a condition precedent to Contractor's right to payment, Contractor shall submit to Owner pay applications in AIA format in MS Excel Format not locked based on an Owner Approved Schedule of Values containing the following, and no pay applications will be accepted or processed for payment without the following:

- 12.2.1 Project Site name and address;
 - 12.2.2 Date of the Contract Work;
 - 12.2.3 CIP Number and Name
 - 12.2.4 Milestone of Project Completion or line item percent complete in Schedule of Values.
 - 12.2.5 RIDOT DBE Utilization form
 - 12.2.6 Apprenticeship utilization reports
 - 12.2.7 Certified Payrolls
 - 12.2.8 Partial Lien Releases
 - 12.2.9 Cost Loaded Progress Schedule
 - 12.2.10 Digital Progress Photos (Labeled)
 - 12.2.11 Real time Punch List Items Addressed
- 12.3 Pencil pay applications shall be submitted digitally (unlocked MS Excel Format) to Owner on a thirty (30) day billing cycle, by. Owner shall have fourteen (14) days from receipt of a properly documented pay application to approve and certify the pay application. Owner shall review each line item independently and base payment approval on each line item. In no case shall a disputed line item constitute a rejection of an entire pay application. In the case of a disputed line item(s), payment shall be made for all other line items and disputed line item(s) shall be settled in accordance with Section 14. Owner shall generally issue payment within 60 days after the pay application is approved and certified.
- 12.4 Payment shall not be considered approval or acceptance of Contract Work or materials that do not comply with the Contract Documents.
- 12.5 Retainage in the amount of 5% will be withheld by the Owner until final completion and acceptance of the project. If the Contractor is from out of state, the 5% retainage shall be increased to 8% (3% for sales tax pursuant to RIGL 44-1-6).
- 12.6 If labor, materials or other charges relating to the Contract Work are not being paid by Contractor when due, Owner may take all steps necessary to ensure such payments are made, including paying Contractor's bills directly, and charge such payments to Contractor.
- 12.7 Owner may reduce or delay payment to Contractor for any and all of the following reasons: (i) unsatisfactory job progress; (ii) defective work or materials not remedied; (iii) disputed work; (iv) failure of Contractor to comply with the provisions of this Agreement; (v) legitimate and non-frivolous third party claims filed or reasonable evidence that a legitimate and non- frivolous claim will be filed; (vi) failure of Contractor to make timely payments for labor, equipment and materials; (vii) damage to Owner or a separate contractor; (viii) reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement Price, (ix) failure to submit apprenticeship utilization reports, DBE utilization reports or updated construction schedule, or (x) punch lists not being addressed as project proceed (Real Time).
- 12.8 If Contractor's materialmen, suppliers, or subcontractors file a lien or other claim, or attempt to exercise any right or remedy against Owner, Owner's interest in the Project Site, or the Project Site, Contractor shall immediately remove the lien or other claim, by payment, bond, or otherwise. If Contractor fails to act on the notice of lien or claim as outlined above within

thirty (30) days, the Owner may, in addition to its right to declare a material breach of this Agreement and exercise all rights and remedies, take whatever acts are necessary to remove the lien or resolve such claims and charge Contractor for the costs incurred.

- 12.9 Final payment to Contractor is conditioned upon and subject to the approval of the Contract Work by Owner. As a condition of final payment, Contractor shall provide to Owner "as built" drawings of the finished Project and all warranties, operating instructions and manuals and an agreement to hold Owner harmless from all claims, all in forms acceptable to Owner. Contractor also shall provide to Owner a lien waiver for labor and materials furnished by Contractor, its subcontractors and suppliers and from all lower tier subcontractors and suppliers who have served preliminary lien notices on Owner or Contractor. The Contractor shall provide consent of the Surety Company as well.

Acceptance of final payment shall act as a waiver and release of any and all claims by Contractor, except unknown claims for personal injury or property damage caused by Owner.

- 12.10 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.

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 Title 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

21.1 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

21.1 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

21.1 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 Owner:

Jess Lance
Acting Director of Special Projects
Department of Planning and Development
444 Westminster Street
Providence, RI 02903
Phone: 401-680-8400
jlance@providenceri.gov

Girard Visconti
SAVAGE LAW PARTNERS, LLP
564 South Water Street, Providence, RI 02903
Phone: 401-238-8500
gvisconti@savagelawpartners.com

If to Contractor:

Insert contractor contact person name,
company name, mailing address, phone
number, and email address

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 _____.

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	Contractor's Safety Program
EXHIBIT F	Contractor's Equal Opportunity and Affirmative Action Plan
EXHIBIT G	List of Drawings
EXHIBIT H	List of Specifications
EXHIBIT I	Full and Partial Releases
EXHIBIT J	RIGL (Prevailing Wages) Sections 37-13-5, 6, 7 & 9
EXHIBIT K	Application for Payment, AIA G702
EXHIBIT L	Project Schedule

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

City of Providence Department and Planning and Development:

Joseph Mulligan, Director

Date

Approved as to form and correctness:

Date

Providence Public Building Authority:

Ron Crosson, Chairman

Date

Insert Contractor Name Here:

Insert name and title of person signing for contractor here

Date

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 <https://dlt.ri.gov/requiredposters/> 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 <https://dlt.ri.gov> 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 assignees for prevailing wage work performed pursuant to this contract;
6. 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;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <https://dlt.ri.gov/wrs/prevailingwage/> 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.
10. 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 <https://dlt.ri.gov/wrs/prevailingwage/>.

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__.

• • • • •

Notary Public
My commission expires: _____

FINAL RELEASE

WHEREAS, the undersigned Contractor supplied labor, materials, equipment and/or services to the **Providence Public Building Authority** and the **City of Providence**, relative to improvements made to the property owned by **Providence Public Building Authority** and/or the **City of Providence**, 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 \$ _____, (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 or other claims whatsoever against the **Providence Public Building Authority** and the **City of Providence**, 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 **Providence Public Building Authority** and the **City of Providence** 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 **Providence Public Building Authority** and the **City of Providence** 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 Contractor supplied labor, materials, equipment and/or services to the **Providence Public Building Authority** and the **City of Providence**, relative to improvements made to the property owned by **Providence Public Building Authority** and/or the **City of Providence**, 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 **Providence Public Building Authority** and the **City of Providence**, 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 **Providence Public Building Authority** and the **City of Providence** 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 **Providence Public Building Authority** and the **City of Providence** 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: _____

**CONTRACT BOND FOR COMPLETE
PERFORMANCE AND FULL PAYMENT
Woonasquatucket River Greenway**

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 Building 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 _____ (\$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 Building 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 Building 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 be 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 Building 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 Contractor 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)

_____ (Business Address including Zip)

By: _____

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.)

GENERAL CONDITIONS, PART I

Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

101. BRIEF SCOPE OF WORK

R.I. Federal Aid Project No. STP-WRGW-001 and R.I. Contract No. 2022-CE-062 are for the Woonasquatucket River Greenway project. The work to be performed under this Contract includes, but is not limited to, all labor, material and equipment necessary to construct shared use path, sidewalk, and roadway improvements on Kinsley Avenue, Promenade Street, and Providence Place between Eagle Street and Park Street; and also at the intersection of Francis Street at Finance Way in the City of Providence, RI. Included in the work is the installation of bituminous shared use path, new concrete sidewalk, curb ramps, and detectable warning systems; the resurfacing of the area roadways; the construction of a slip lane at the intersection of Promenade Street and Bath Street; removal and disposal of existing signs and installation of new signs; installation of pavement markings; the installation of new traffic signals and existing traffic signal modifications; the installation of green infrastructure; the installation of new decorative lighting poles; the installation of a fence and a gate; landscaping improvements; the installation of a kayak launch and pocket parks and 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.

102. DEFINITIONS

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

- A. The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS PART I and II and III form a part.
- B. The term "Owner" means the **CITY OF PROVIDENCE, THE CITY OF PROVIDENCE DEPARTMENT OF PLANNING AND DEVELOPMENT (DPD)** and the **PROVIDENCE PUBLIC BUILDING AUTHORITY (PPBA)** which is authorized to undertake this Contract.
- C. 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.
- D. The term "Project Area" means the site of the **Woonasquatucket River Greenway** within the City of Providence which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this Contract. The Project Area shall be considered the City of Providence boundaries.

-
- E. The term "Design Engineer" means **MCMAHON, A BOWMAN COMPANY, 14 BREAKNECK HILL ROAD, SUITE 201, LINCOLN, RI 20865, Tel. (401) 648-7200**. 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.
 - F. The Design Engineer does not have unilateral authority and the Owner and the Design Engineer shall work collaboratively on all matters related to this Work.
 - G. The term "Local Government" means the City of Providence, Rhode Island, within which the Project Area is situated.
 - H. 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 Conditions Parts I and III, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
 - I. The term "Drawings" means the drawings listed in the Schedule of Drawings.
 - J. 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. 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.
 - L. 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 Engineer 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 Engineer. As used herein "provided" shall be understood to mean "provided complete in place", that is "furnished and installed complete".

103. 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 and the Engineer, 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.

104. 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 the 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.

105. 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.

106. 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.

107. 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 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.

108. 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.

109. COMPENSATION AND PAYMENTS TO CONTRACTOR**A. Compensation:**

1. The Owner will pay and the Contractor shall receive as full compensation for all work completed to date.
2. Unit prices shall be based on a schedule dividing the project into component parts, together with a quantity and price for each part such that the sum of the product prices and quantities will equal the Base Bid total. A final schedule shall be submitted by the Contractor for the approval of the Owner before the first estimate becomes due. A Schedule of Values shall be provided for the length of the project. Please be reminded, without this, the Contractor shall not be paid for materials in storage.
3. When base bid quantities are exceeded, they shall be added to the Schedule of Values as a new line item. The Contractor, Design Engineer, and the Owner all shall monitor overages versus those items coming in lower than estimated to assure that the budget health is not compromised.
4. The amount of the Contract (accepted bid prices) listed in the Bid is based on the estimated quantities and the unit and/or lump sum bid prices 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 and/or lump sum bid prices as set forth in the accepted bid and may be considered for an adjustment as prescribed in accordance with the terms outlined in Section 109 hereof.
5. 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 109 hereof.
6. 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.

7. 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.
8. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department.

B. Partial Payments:

1. The Contractor shall prepare his requisition for partial payment monthly, at a date to be specified by the Owner, and submit it digitally in a PDF and unlocked Excel document formats, to the Engineer 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, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. If the Contractor is from out of state, the five percent retainage shall be increased to eight percent (8%). 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 agreement. For lump sum items the value of the work completed to date will be based on the actual amount of the work done and the schedule required to be submitted by the Contractor in Section 108. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Engineer and Owner.
2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. The Contractor shall obtain additional insurance for stockpiled materials within the project limits. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

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.

C. Final Payment:

1. After final inspection 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 Agreement. 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 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 112 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 estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) 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 303, entitled "Liquidated Damages", under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

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.
2. Certified Payroll
3. DBE
4. Liens Releases
5. Supporting information to review invoices
6. Incomplete Work
7. Not Addressing REAL TIME Punch lists

E. Payments Subject to Submission of Materials Certificates and Materials Testing:

1. 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, DBE 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.

110. 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, Supplemental Unit Prices and Alternates 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 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. 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.

111. 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 and amount. 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 bench marks, 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.

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- 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 109 hereof.

112. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

- A. **Termination of Contract:** 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. **Liquidated Damages for Delays:** If the work is not completed within the time stipulated in the SPECIAL CONDITIONS, Section 303, 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 303, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.
- C. **Excusable Delays:** 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.

113. 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.

114. DISPUTES

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

115. 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 difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

116. 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.

117. SHOP DRAWINGS

- A. The Contractor shall submit promptly to the Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Contractor 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 Engineer deems to be a minor adjustment in his interest and not involving a change in the Contract price or extension of time, the Engineer 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 Engineer and/or the Owner.

118. 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 Engineer. 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 Engineer 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.

119. 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 Engineer, 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 Engineer. 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.

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 Engineer 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.

- B. 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 Engineer 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 Engineer 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.
- C. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1. 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 Engineer or testing agency, however, the Contractor shall cooperate with and assist the Engineer or testing agency in the taking of samples on the project where the taking of samples is deemed necessary by the Engineer.
 - 2. 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.

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- D. 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.
 - E. Payments to the testing agency or agencies shall be paid for by the Local Owner.

120. PERMITS AND LICENSES

- A. The Contractor shall give all notices required by and comply with all applicable laws, 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 367.
- 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.

121. 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, PART 1, Section 109.

- 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.

122. 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.

123. 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.

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- B. Sanitary facilities shall not be placed in the public right-of-way.

124. 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.

125. 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 rights-of-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.

126. 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 118 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.
- C. The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any 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.

127. REVIEW BY OWNER

The Owner, its authorized representatives and agents and the Representative for the Secretary 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.

128. 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.

129. 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 Engineer 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 Engineer and the Owner, 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.

130. INSURANCE

Schedule A5 – Department of Transportation Projects: As contained in the State of Rhode Island Department of Transportation’s Standard Specifications for Road and Bridge Design document commonly referenced as the Rhode Island Department of Transportation’s “Blue Book” located at www.dot.ri.gov/business/bluebook.php and as required below. If the Blue Book’s insurance requirements and the following insurance requirements conflict, the larger requirement shall control.

Required 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 State authorized personnel.
- 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”):
 - i. 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:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. 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.

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:
 - i. when the Contract has ended; or
 - ii. when products or services have been put to intended use; or
 - iii. 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 State and 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:
 - i. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
 - ii. 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.

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- iii. The general aggregate must be on a “per project” or “per location” basis.
 - iv. Shall include waiver of subrogation in favor of State and City of Providence.
 - v. Include State and Owner as additional insured on a primary and non-contributory basis.
 - vi. 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.
 - vii. 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:
- i. 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.
 - ii. 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.
 - iii. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
 - iv. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - v. Shall include waiver of subrogation in favor of State and City of Providence.
 - vi. Include State and Owner as additional insured on a primary and non-contributory basis.
 - vii. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non- contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
3. Workers’ Compensation and Employers’ Liability.
- i. 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.

- ii. Policy form based on NCCI or its equivalent.
 - iii. 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.
 - iv. 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.
 - v. Policy to include waiver of subrogation in favor of State and Owner.
 - vi. 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
- i. \$5,000,000 per occurrence and \$5,000,000 in aggregate.
5. Pollution Liability Insurance
- i. \$2,000,000 policy limit

All Required Insurance shall be:

- A. 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.

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.

As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:

- A. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
- B. 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 Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908 and the Owner. Contract Party shall also immediately notify the State and Owner if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.

- C. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
- D. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
- E. State and Owner retains the right to demand a certified copy of any Required Insurance policy, Certificate of Insurance or endorsement.

The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State 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 State and Owner.

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 State and Owner.

State and 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.

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 State and Owner.

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.

Failure to comply with these Insurance Requirements is a material breach entitling the State and Owner to terminate or suspend the Contract immediately.

These Insurance Requirements shall survive expiration or termination of the Contract.

131. 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 Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

132. 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 for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTY

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.

134. 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.

135. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer 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 Engineer, 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.

136. 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 109 hereof.

137. 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.

138. 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.

139. LIENS

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 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.

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.

140. 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 Engineer 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 Engineer and the Owner.

- 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 against 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.

141. ENGINEER'S AUTHORITY

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.

The Engineer does not have unilateral authority and shall work collaboratively with the Owner.

142. 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.

143. 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 without charge three (3) paper sets of the Drawings and Technical Specifications and one CD/DVD containing digital copies of Drawings and Technical Specifications. Additional sets will be furnished upon request at a cost as determined by the Owner. Such Drawings and Technical Specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion or cessation of the work or termination of the contract.
- 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 figures and the Drawings shall be immediately submitted by the Contractor to the Engineer for decision and the decision thereon by the Engineer shall be final. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence.

144. 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.

145. 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 or this signed portion of the Contract and those of the Technical Specifications, the provisions of this signed portion of the Contract shall govern.

146. LIST OF DRAWINGS – WOONASQUATUCKET RIVER GREENWAY

The list of Drawings for Woonasquatucket River Greenway can be found in the SPECIAL CONDITIONS, Section 371.

147. COOPERATION 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 Engineer.
- 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.

148. 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.

149. "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 Engineer's and 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.

150. 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 Engineer may request concerning work performed or to be performed under this Contract.

151. CONFLICTING CONDITIONS

Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the articles in this Contract and General Provisions shall be void to the extent of such conflict or inconsistency.

152. 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.

153. 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.

154. CONTRACTOR TO LAY OUT THEIR OWN WORK

- A. 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.

155. 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 Engineer 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. Test pits have been obtained by the Design Engineer. Logs are included in the appendices.

**GENERAL CONDITIONS, PART II -
NON-FEDERAL LABOR STANDARDS
PROVISIONS**

Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

201. GENERAL CONDITIONS

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.

202. OTHER STIPULATIONS

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

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 GENERAL CONDITIONS PART 1 – SECTION 109, all employer contributions made and all employee deductions taken in compliance with said Acts.

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.

203. 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/>.

SPECIAL CONDITIONS

Woonasquatucket River Greenway

PROVIDENCE, RHODE ISLAND

301. PROJECT AREA

The limits of the Woonasquatucket River Greenway project are Kinsley Avenue, Promenade Street, and Providence Place from Eagle Street to Park Street; and also at the intersection of Francis Street and Finance Way in the City of Providence, Providence County, Rhode Island.

The work to be performed under this Contract includes, but is not limited to, all labor, material and equipment necessary to construct shared use path, sidewalk, and roadway improvements on Kinsley Avenue, Promenade Street, and Providence Place between Eagle Street and Park Street; and also at the intersection of Francis Street at Finance Way in the City of Providence, RI. Included in the work is the installation of bituminous shared use path, new concrete sidewalk, curb ramps, and detectable warning systems; the resurfacing of the area roadways; the construction of a slip lane at the intersection of Promenade Street and Bath Street; removal and disposal of existing signs and installation of new signs; installation of pavement markings; the installation of new traffic signals and existing traffic signal modifications; the installation of green infrastructure; the installation of new decorative lighting poles; the installation of a fence and a gate; landscaping improvements; the installation of a kayak launch and pocket parks and 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.

302. 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 **FRIDAY, NOVEMBER 15, 2024**. The construction needs to occur in a continuous manner without gaps in the work, unless an excusable delay occurs, as defined in GENERAL PROVISIONS PART I, Section 112.

303. LIQUIDATED DAMAGES

Liquidated damages shall be as set forth in the INSTRUCTIONS TO BIDDERS, Section 20 and in the Job Specific specifications in the appendices.

The Contractor shall pay special attention to the timelines and liquidated damages associated with the following items:

905 – Sidewalks

906.9909 – Traffic Separator Curb with Flex Post

906.9910 – Channelizing Curb

T18.9901 – Flexible Delineator Post

T20.9902 – T20.9903 – Pavement Marking Words and Symbols

304. 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.

305. 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 Planning and Development, 444 Westminster Street, Providence, Rhode Island 02903, 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.

306. SIGNS

Signs shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition, with all revisions.

307. 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.

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- D. The period of guarantee stipulated under GENERAL CONDITIONS PART 1, Section 133, 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.

308. 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.

309. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor with three (3) paper copies and a CD/DVD containing the Contract Documents, Plans and Addenda without charge.

310. DISPOSAL OF SALVAGED MATERIALS

- A. All salvaged material such as granite curbing; decorative lighting, 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 Headquarters which are 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.

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.

311. 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.

312. 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 Engineer 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 302, hereof.

313. 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 Engineer, and shall notify the Engineer 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 Engineer will furnish all instructions should such errors or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

314. 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 Engineer. Failure to comply may result in a fine by the City Forester.

315. 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 Engineer, 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 Engineer, 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.

316. 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.

317. 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.

318. CONFORMANCE WITH DIRECTIONS

The Engineer 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.

319. 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 Engineer 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 Engineer may require, at no additional expense to the Owner.

320. 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 Engineer. 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 Engineer advance notice and ample time for making the necessary preparations.

321. 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 Engineer 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.

322. 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 Engineer in writing. If, in the opinion of the Engineer, 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 Engineer. The Contractor shall conduct his work for this objective in such manner as the Engineer 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.

323. 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 Engineer, 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.

324. TRAFFIC CONTROL

- A. Approval of any street closure, lane closure, sidewalk closure or detour must be coordinated with City of Providence Traffic Engineer before it is put into operation. All proper Traffic Engineering 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 Engineer, 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 Engineer, 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 unit price for this work submitted as part of the Bid. 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 or their Subcontractors, or their servants or agents.

325. 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.
- 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 Engineer that will minimize the interference with, or disruption of service.

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- D. All trenching, pipe laying, paving operations, etc., shall be conducted at times as directed by the Engineer 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. Night work shall not be permitted on Thursday, Friday or Saturday nights in accordance with the Traffic Management Plans included in the appendices.
 - G. 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.
 - H. The assumption is made that all work outside of milling, paving and pavement marking activity will be able to occur during daylight hours.

326. 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).

327. WORK IN COLD WEATHER

- A. The Engineer 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 Engineer. 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 Engineer 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 Engineer, 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.

328. 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.

329. 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.

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

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, 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.

331. LENGTH OF TRENCH TO BE OPENED, MAINTAINING PREMISES FREE 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 Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer 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 Engineer 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 Engineer 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 Engineer may cause such materials to be removed without prior notice.

332. 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 Engineer 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 Engineer at no additional expense to the Owner.

333. 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.

334. 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 Engineer 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.

The Contractor shall also 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.

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- B. All materials furnished by the Contractor are subject to thorough inspections and tests by the Engineer.
 - C. All ordering lists shall be submitted by the Contractor to the Engineer for approval and shall be approved before the ordering of the materials.

335. SPIRITUOUS LIQUORS

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

336. FINISHING AND CLEANING UP

In completing the backfilling of the trenches, etc. the Contractor shall replace all surface material to the satisfaction of the Engineer, 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.

337. 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 Engineer 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.

338. 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.

339. 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.

340. 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 en route, whether they appear on the Drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto,

including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

- 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.

341. 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 Engineer, 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.

342. VEHICLE CROSSINGS

As required or directed by the Engineer, 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.

343. 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 Engineer.

344. 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 Engineer. Payment will be made for furnishing and applying calcium chloride for dust control in accordance with the unit price for this work submitted as part of the Bid.

345. 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.

346. INDEMNITY

- A. The Contractor will indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorney's fees and litigation expenses

arising out of or resulting from the performance of the Work, 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 Owner, or any of the Owner's separate contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 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 PART I, Section 130 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 PART I, Section 130 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.

347. 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 and the Engineer for the purpose of drafting a construction schedule satisfactory to the Owner and the Engineer 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 Engineer 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.

348. 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.

349. 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, PART 1, Section 109. No further mobilization charges shall be considered for changes or modifications in the work.

350. 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. The Contractor shall employ a Professional Engineer or Land Surveyor, registered in the State of Rhode Island, for establishing all lines, levels, grades, elevations, measurements, dimensions, locations, etc. The Engineer or Land Surveyor proposed for this work must be approved by the Engineer and the Owner. In addition, as part of the layout of work, he shall be placed at the disposal of the Engineer and Owner, from time to time as required, for checking purposes.
- C. The Contractor shall establish control points, at the direction of the Engineer suitable for the layout of all utility work, both public and private.
- D. 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.
- E. To assist in the layout of the work, survey data prepared by the Engineer, which has been submitted to the Owner, will be made available to the Contractor.

351. 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.

352. 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.
- 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.

353. 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.

354. 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.

355. 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.

356. LOCATION OF WORK

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

357. PRE-CONSTRUCTION CONFERENCE

- A. Within ten (10) days after award of Contract, a preconstruction conference shall be held between the Owner, the Contractor, the Engineer 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.

358. NOTIFICATION PRIOR TO CONSTRUCTION

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 Coyne-Fague
Director
(401) 680-7500

DEPARTMENT OF PLANNING AND DEVELOPMENT

444 Westminster Street
Providence, RI 02903
Joseph Mulligan
Director
jmulligan@providenceri.gov
(401) 680-8534

RIPTA

705 Elmwood Avenue
Providence, RI 02907
(401) 781-9400

NATIONAL GRID

280 Melrose Street
Providence, RI 02907-2152
Marisa Albanese
Marisa.albanese@nationalgrid.com
(401) 784-7090
Cc: Jim Paulette
Jim.paulette@nationalgrid.com

RIDOT

Two Capitol Hill
Providence, RI 02903
Robert Rocchio,
Chief Engineer
(401) 222-2023
Cc: David DeCost
Managing Engineer,
(401) 563-4665

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 SUPPLY BOARD

125 Dupont Drive
Providence, RI 02907
Mr. Peter LePage, Sr., P.E.
Manager of Engineering
plepage@provwater.com
(401) 521-6300 Ext. 7242

DEPARTMENT OF TELECOMMUNICATIONS

1 Communications Place, West Exchange Street
Providence, RI 02903
Carolyn Bourbeau
Director of Telecommunications (401) 243-6000
cbourbeau@providenceri.gov

NARRAGANSETT BAY COMMISSION

1 Service Road
Providence, RI 02905
David Bowens
Engineering Manager
(401) 461-6540
dbowens@narrabay.com
Cc: Margaret Goulet
mgoulet@narrabay.com

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.

Copies of each notification shall be sent to the Engineering Division, Department of Public Works, 700 Allens Ave., Providence, Rhode Island 02905 (c/o Craig Hochman, chochman@providenceri.gov). 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 Supervisor of Engineering, Department of Public Works, 700 Allens Ave., Providence, Rhode Island 02905.

Work around gas facilities shall be in accordance with the National Grid (Gas) guidelines found in the appendices.

359. 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.

360. 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.

361. 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.

362. 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).

363. 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 or indirectly 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.

364. 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.

365. 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.

366. DRAWINGS

- A. 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.

367. PERMITS

CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS

- A. Providence Department of Public Works (700 Allens Avenue)
 - 1. Physical Alteration Permit
 - 2. Sewer Permit
 - 3. Road Opening Permit

B. Providence Traffic Engineering Department (60 Ernest Street)

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/traffic-engineering>). 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.

C. Narragansett Bay Commission (NBC) (1 Service Road)

1. NBC Regulations: Section 4.5 Sewer Alteration Permit
 - i. The NBC Sewer Alteration Permit SA210001 has been obtained and can be found in the appendices.
 - ii. The Contractor is required to comply with the conditions of the permit, as stated, including alteration to NBC structures and all excavation in proximity to NBC lines.

368. MISCELLANEOUS NOTICES

- A. SIDEWALKS - 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. 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. SIDEWALKS - SAWCUTTING - Cutting shall take place at existing control and expansion joints only.

369. COORDINATION WITH OTHER CONTRACTS

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.

Contracts that may require coordination include, but are not limited to:

1. I-95 Northbound Viaduct Replacement
2. Providence Water Main Replacement and Lining

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3. National Grid Main Replacement
 4. Providence Complete Streets Projects
 5. Dean Street Bicycle and Pedestrian Improvements
 6. Providence Station SOGR Francis Street Project
 7. Providence 2022 Roadway Improvements
 8. Bath Street Bridge punch list items
 9. 282 Kinsley Avenue Development
 10. Sims Avenue Pedestrian Bridge

370. JOB SITE POSTERS

The contractor must comply with US Department of Labor requirements for job site posters per Exhibit A at the end of this Section.

371. LIST OF CONTRACT DRAWINGS

Volume I

Cover Sheet
Standard Plan Symbols & Standard Legend
Standard Notes - 1
Standard Notes - 2
Job Specific Plan Symbols, Legend & Notes Nos. 1-3
Typical Sections Nos. 1-3
Key Plan
General Plan Nos. 1-11
Signing and Striping Plan Nos. 1-12
Drainage and Utility Plan Nos. 1-11
Drainage and Utility Details Sheet Nos. 1-2
Kayak Launch Layout & Erosion Control Plan Nos. 1-2
Pocket Park Site Detail Plan Nos. 1-2
Grade Plan Nos. 1-11
Grade Detail Sheet Nos. 1-7
Location Plan Nos. 1-11
Landscape Plan Nos. 1-9
Landscape Details Sheet
Lighting Plan Nos. 1-11
Lighting Detail Sheet Nos. 1-2
Traffic Signal Plan Nos. 1-7
Details Sheet Nos. 1-7
Maintenance and Protection of Traffic Plan Nos. 1-4
Kinsley Avenue Westbound Detour Plan Nos. 1-2

Volume II

Cover Sheet
Standard Plan Symbols & Standard Legend
Standard Notes - 1
Standard Notes - 2
Job Specific Plan Symbols, Legend, & Notes Nos. 1-2
Typical Sections
Demolition Plan

General Plan
Profiles
Signing and Striping Plan
Drainage and Utility Plan
Grade Plan
Details Sheet Nos. 1-3
Maintenance and Protection of Traffic Plan Nos. 1-2

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.

372. 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, Section 358 for utility company contacts.

373. SHOP DRAWINGS

The Contractor must develop and submit shop drawings, product data, and/or catalogue cut-sheets in accordance with GENERAL CONDITIONS PART 1, Section 117. At a minimum, shop drawings shall be submitted for:

- Item Code 203.9901 – Dewatering
- Item Code 206.0312 – Compost Filter Sock
- Item Code 206.9901 – Temporary Water Diversion (Muscle Wall)
- Item Code 209.0200 – Sack Insert Catch Basin Inlet Protection
- Item Code 301.9901 – Washed Stone
- Item Code 301.9902 – Pea Stone
- Item Code 501.9901 – Mountable Truck Apron
- Item Code 506.9901 – Stone Path
- Item Code 506.9902 – Kayak Launch Pavers
- Item Code 506.9903 – Black Locust Pavers
- Item Code 601.9901 – Integrally Colored Concrete
- Item Code 601.9902 – Concrete Kayak Ramp
- Item Code 702.9901 – Doghouse Manhole
- Item Code 702.9902 – Cast in Place Inlet Flume
- Item Code 702.9903 – Drain Basin Inlet
- Item Code 702.9910 – Doghouse Catch Basin
- Item Code 703.9901 – 6” Perforated HDPE Pipe
- Item Code 703.9902 – Pipe Cleanout
- Item Code 703.9903 – Metal Weir Plate
- Item Code 703.9904 – 6” Solid HDPE Pipe
- Item Code 703.9905 – 8” Solid HDPE Pipe
- Item Code 703.9906 – Pipe Guard
- Item Code 703.9907 – Downspout Nozzle
- Item Codes 808.9901 – 808.9907 Concrete Stairs, Retaining Walls, and Sculpture Pad
- Item Code 903.9901 – Chain Link Fence Std 31.2.0 – 8’ Height
- Item Code 903.9902 – Pedestrian Fence
- Item Code 903.9903 – Post and Wire Fence

Item Code 905.9902 – Plantable Concrete System
Item Code 906.9909 – Traffic Separator Curb with Flex Post
Item Code 906.9910 – Channelizing Curb
Item Code 906.9913 – 24” Curb Footing (Bio Deep Vertical Curb)
Item Code 912.9901 – Stepping Stones
Item Code 912.9902 – Boulder Embankment
Item Code 920.9901 – Vegetated MSE Gravity Wall
Item Code 942.0200 – Detectable Warning Panel Standard 48.1.0
Section L01 – Loam
Item Code L01.9901 – Plantable Soil
Item Code L01.9902 – Bioretention Soil
Item Code L01.9903 – Geotextile Fabric (Soil Management Plan)
Item Codes L02.9901 – L02.9904 Seed Mixes
Section L.06 – Planting
Item Code L13.9901 – Tree Soil Cells
Item Code L13.9902 – Root Barrier/Deflector
Item Code L13.9903 – Root Stop
Item Code L15.9903 – Bike Racks
Item Code L15.9904 – Bench
Item Code L15.9905 – Bench (Seating Wall)
Item Code T15.9901 – Providence Standard Street Name Sign
Item Code T15.9902 – Custom Wayfinding Signs
Item Code T15.9903 – Kayak Launch Sign
Item Code T18.9901 – Flexible Delineator Post
Item Code T20.9901 – Green Friction High Visibility Surface
Providence standard drainage items
Providence standard curbing items
Lighting equipment and foundations
Traffic signal equipment and foundations

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

- A. The Contractor is required to clean any catch basins (pay item code 708.9041) before installing silt sacks to ensure that the silt sack functions correctly.
- B. The Contractor shall note the allowable work durations for specific roadways. See the appendices for the Transportation Management Plans 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.
 - 2. 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:
 - 3. The Contractor is advised that the signs and other traffic control devices shown on the Plans are minimum requirements, and it is the Contractor's responsibility to supplement these if necessary to ensure the public's safety. 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). The Contractor must submit for approval a traffic control plan when implementing any changes to the details shown on the plans or when providing traffic control for situations differing from those shown on the plans, including subcontractor work.

4. Any deviations from the requirements stated here or detailed in the plans, 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.
5. 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.
6. The Contractor shall work continuously to restore traffic signal operation to its intended purpose when replacing the traffic signal equipment. A police detail is required to direct traffic at the intersection at all times the traffic signal is inoperative. At no time shall the Contractor leave the site before restoring full traffic signal operations or with the approval of the Engineer provide traffic control as directed by the Engineer.
7. 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/night.
8. 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.
9. 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.
- H. The Contractor shall be aware of the following work restrictions:
 - 1. No work shall be performed east of Bath Street (Sta. 209+00) until 2024 to minimize conflicts with the I-95 Northbound Viaduct project. No work shall be performed in the vicinity of the Bath Street bridge until 2024.
 - 2. Before any lanes are closed on Kinsley Avenue, the traffic signal at the intersection of Dean Street/Kinsley Avenue/Providence Place shall be modified per the Plans and the Kinsley Avenue westbound detour shall be in place.
 - 3. The Contractor shall minimize traffic control setups in the vicinity of the Paul Cuffee Lower School during school drop-off and pick-up hours. No lanes on Promenade Street between Pleasant Valley Parkway and Hemlock Street shall be closed between 6:00 and 9:00 AM and between 2:00 and 6:00 PM.

375. 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.

376. 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.

377. 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.

378. 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.

379. 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, per Special Provision 999.0001.

380. 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.

381. 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.

382. 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.

383. LOCATION OF SIGNS

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.

384. 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.

385. 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.

386. 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 concrete truck aprons. Any surfaces where residue is detected shall be replaced at the expense of the Contractor.

387. 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 RI Standard 43.3.0 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 RI Standard 43.3.0, 43.3.1, 43.3.2 and 48.1.0 including required curbing to match existing, if required.

388. DIFFERING SITE CONDITIONS, CHANGES, AND EXTRA WORK

Any changes in the original scope of work shall be in accordance with GENERAL CONDITIONS PART I, Section 110.

389. 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.

390. 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, Section 326.

391. NATIONAL GRID REQUIREMENTS

GUIDELINES FOR BACKFILL AND COMPACTION AROUND GAS PIPES PERMANENT BACKFILL AND COMPACTION

DESCRIPTION

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 National Grid Company. 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.

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.

Backfilling the gas pipe should begin immediately after the work in that location is complete.

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.

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.

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.

A minimum of 2" temporary pavement shall be applied over the trench as soon as possible.

GUIDELINES FOR WORKING AROUND CORROSION CONTROL SYSTEM COMPONENTS DESCRIPTION

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 National Grid. If design plans call for work in the area of Corrosion Control components, care must be taken to prevent damage to such components.

GENERAL NATIONAL GRID CONSIDERATIONS

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.

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%.

EFFORTS TO REPAIR GAS LEAKS PRIOR TO FINAL CONSTRUCTION (NIC)

The Contractor shall notify National Grid Gas (Sean Gunter – 617-719-2726) prior to any permanent paving, sidewalk or finishing operations for the purpose of a leak survey.

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.

392. 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".

393. PAVEMENT INFORMATION

Included in the appendices to the Contract Specific General Provisions is the pavement core information for Kinsley Avenue, Promenade Street, and Providence Place.

394. UTILITY PROBE INFORMATION

Utility probe information is included in the appendices.

395. 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 and RIDOT Materials 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, February 2010.
- 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.

396. 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 21Art. 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.

397. 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.

398. 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.

399. SOIL EROSION AND SEDIMENT CONTROL PLAN

The Soil Erosion and Sediment Control Plan is included in the appendices.

400. CONSTRUCTION DURATION/RESTRICTIONS

- A. All work shall be completed by Winter shutdown and shall be made safe for pedestrians, bicyclists and motorists.
- B. Restrictions for work can be found in the Transportation Management Plan located in Appendix A.

401. CRMC, RIDEM, AND USACE PERMITS

Included as appendices to these Contract Specific Special Conditions are the CRMC Assent (Category B) and RIDEM Water Quality Certification.

Also included as appendices is the Section 404 authorization by the U.S. Army Corps of Engineers (USACE) under General Permit 5 of the May 6, 2022, Federal permit known as the Rhode Island General Permits (GPs).

It shall be the Contractor's responsibility to adhere to all the restrictions as stated or implied by the permits and orders attached hereto and included as part of these Contract Documents.

There will be no special payment for work done to comply with these permits and orders, which shall be posted in a conspicuous location until such time as the project is complete in accordance with the conditions of the permits.

402. RIDOT RECORD PLANS

Improvements are proposed on the southeast corner of the intersection of Francis Street at Finance Way, which is located adjacent to bridge decks. The record plans for this intersection are included as an appendix for the Contractor's reference. The proposed improvements on this corner include a monolithic sidewalk and curb in order to avoid any impacts to the existing structures adjacent to the corner. The Contractor shall notify the Engineer if any issues arise with the excavation of the existing sidewalk or installation of the proposed sidewalk.

Record lighting plans from the Promenade Center project are also included as an appendix for the Contractor's reference.

403. PROTECTION UNDER THE MIGRATORY BIRD TREATY ACT

Clearing and Grubbing, Tree Removal, and Land Disturbing Activities

A variety of bird species nest in trees, shrubs and grass areas within the highway ROW. Under the Migratory Bird Treaty Act (MBTA), it is unlawful to intentionally or unintentionally take, capture or kill any migratory bird unless a Migratory Bird Permit is first obtained from the U.S. Fish and Wildlife Service. The USFWS's rules define "take" for MBTA purposes to mean to "pursue, hunt, shoot, wound, kill, trap, capture, or collect." Each violation of the MBTA can result in a fine of \$15,000, imprisonment for six months, or both.

There are few bird species that are not protected under the MBTA; they are Rock Doves (domestic pigeons), House Sparrows, European Starlings and Monk Parakeets. Although these species are not protected, they must be treated in a humane manner. The Contractor is encouraged to relocate active nests of unprotected species into nearby trees after approval from the RIDOT Natural Resources Unit (401-479-1327).

Bird species that are protected under the MBTA include all waterfowl, herons, eagles, hawks, falcons, owls and songbirds (including swallows, eastern phoebes and American robins). Nests typically may be found empty, with eggs, or chicks from March 1st to August 31st in trees, brush and open fields. Raptors (hawks, falcon, owls, and eagles) nest as early as January 22nd through August 31st in or on trees, on telephone poles and in open fields.

If clearing and grubbing, tree removal, staging areas or other land disturbing activities will occur during the migratory bird breeding season (March 1st- August 31st), the Contractor shall avoid any active bird nests. During the breeding season, the Contractor should inspect the affected right-of-way for bird nests before commencing work. The Contractor shall not disturb any active nests (completed or partially completed nests that contain eggs or nestlings). If any active nest is discovered and the nest cannot be avoided, work shall stop and the RIDOT Natural Resources Unit shall be contacted to evaluate the potential for disturbance of nests. The project will avoid the removal and destruction of active bird nests except through federal and state approved options.

At no time should large nests of ospreys, hawks, falcons or eagles be destroyed, as these species return to the same nest site year after year and reuse the same nest. If a raptor nest must be removed for work to take place, it can be moved in cooperation with the USFWS.

All questions relating to migratory birds and nesting should be directed to the RIDOT Natural Resources Unit (401-479-1327).

Birds Nesting On or Under Bridges

A variety of bird species nest on or under bridges. State and Federal laws protect some of these bird species (and their nests, eggs and young). Under the Migratory Bird Treaty Act (MBTA), it is unlawful to intentionally or unintentionally take, capture or kill any migratory bird unless a Migratory Bird Permit is first obtained from the U.S. Fish and Wildlife Service. The USFWS's rules define "take" for MBTA purposes to mean to "pursue, hunt, shoot, wound, kill, trap, capture, or collect." Each violation of the MBTA can result in a fine of \$15,000, imprisonment for six months, or both.

There are few bird species that are not protected under the MBTA; they are Rock Doves (domestic pigeons), House Sparrows, European Starlings and Monk Parakeets. Although these species are not protected, they should be treated in a humane manner. The Contractor is encouraged to relocate active nests of unprotected species into nearby trees or the Contractor should consider contacting the RIDOT Natural Resources Unit (401-479-1327).

Before commencing any bridge-related construction activities during the breeding season (February 1st-August 31st), the Contractor shall inspect the bridge(s) for bird nests. If any active nest is discovered, work shall stop and the RIDOT Natural Resources Unit shall be contacted. The project will avoid the removal and destruction of active bird nests except through federal or state approved options.

At no time should large nests of ospreys, hawks, falcons or eagles be destroyed, as these species return to the same nest site year after year and reuse the same nest. If a raptor nest must be removed for work to take place, it can be moved in cooperation with the USFWS.

All questions relating to migratory birds and nesting should be directed to the RIDOT Natural Resources Unit (401-479-1327).

Taking of a Migratory Bird

The taking of a migratory bird shall be reported to the RIDOT Natural Resources Unit (401-479-1327). The Contractor shall be responsible for all penalties levied by the USFWS for the taking of a migratory bird. The USFWS's rules define "take" for MBTA purposes to mean to "pursue, hunt, shoot, wound, kill, trap, capture, or collect."

All questions relating to migratory birds and nesting should be directed to the RIDOT Natural Resources Unit (401-479-1327).

404. OPERATIONS & MAINTENANCE REPORT

The Operations and Maintenance Report for the proposed stormwater control systems is included in the appendices.

405. STORMWATER ANALYSIS AND DRAINAGE REPORT

The Stormwater Analysis and Drainage Report is included in the appendices.

406. QUALITY ASSURANCE PROJECT PLAN

The Quality Assurance Project Plan is included in the appendices.

407. REMEDIAL ACTION WORK PLAN

The Remedial Action Work Plan is included in the appendices.

A Remedial Action Work Plan was also developed for work on 373 Promenade Street and can be found in the appendices. The more stringent requirements will need to be adhered to.

408. SITE INVESTIGATION REPORT

The Site Investigation Report is included in the appendices.

A Site Investigation Report was also developed for work on 373 Promenade Street and can be found in the appendices. The more stringent requirements will need to be adhered to.

409. CATEGORICAL EXCLUSION

The Categorical Exclusion (CE) Determination Project Narrative is included in the appendices.

410. SOIL MANAGEMENT PLAN

The Soil Management Plan is included in the appendices.

411. RIPDES REMEDIATION GENERAL PERMIT

Dewatering of the Woonasquatucket River will not require a Rhode Island Pollutant Discharge Elimination System (RIPDES) Remediation General Permit provided that the Woonasquatucket River water does not come into contact with the contaminated soil for the installation of the kayak launch. The intent of the work is to prevent the Woonasquatucket River water from coming into contact with contaminated soil and measures should be taken to ensure that. If dewatering of the groundwater is required, the Contractor will be required to obtain a RIPDES Remediation General Permit.

412. NARRAGANSETT INDIAN TRIBAL HISTORIC PRESERVATION OFFICE MONITORING DURING CONSTRUCTION ACTIVITIES

The Narragansett Tribal Historic Preservation Office (NITHPO) is invited by FHWA to be on-site, monitoring during construction activities, in any areas where subsurface excavation will take place. The notification and coordination procedures listed below shall be followed by the Contractor and NITHPO monitors:

NOTIFICATION

(1) The Contractor shall notify the Resident Engineer at least **nine (9) business days** in advance of the commencement of ANY construction activities in areas where subsurface excavation will take place.

(2) The Resident Engineer shall be responsible for providing notification by telephone AND email at least **nine (9) business days** in advance of the commencement of construction activities to the Cultural Resources Unit's points of contact:

- a. Jacob Begin at 401-563-4540, jacob.begin@dot.ri.gov
- b. Eric Fahey at 401-563-4138, Eric.Fahey@dot.ri.gov
- c. Bridgid Bryne at 401-563-4504, Bridgid.Byrne@dot.ri.gov
- d. Elizabeth Correia at 401-563-4289, Elizabeth.Correia@dot.ri.gov

The Resident Engineer shall not allow the Contractor to commence construction activities in less than **nine (9) business days** unless the Resident Engineer has received a response from one of the above individuals.

(3) The RIDOT Cultural Resources Unit staff will be responsible for contacting FHWA. FHWA will contact NITHPO via telephone and Notification of a Start of Construction letter transmitted electronically (PDF) at least **seven (7) business days** before the start of construction activities.

COORDINATION

- (1) Only NITHPO monitors wearing appropriate personal protective/safety apparel (safety vest, footwear, and hardhat) will be allowed in the work zone.
- (2) NITHPO monitors will notify the Resident Engineer when entering or leaving the work zone daily during the construction monitoring.
- (3) The Contractor shall allow NITHPO monitors access to the work zone in any areas where subsurface excavation will take place. NITHPO monitors may undertake photo-documentation of construction activities, periodically examine the soil stratigraphy, and inspect the area for cultural material.
- (4) The Resident Engineer shall contact the RIDOT Cultural Resources Unit concerning any questions on the above procedures or issues that may arise during the NITHPO monitoring during construction.

413. FUNDING

The Contractor shall be aware that multiple funding sources are being used to pay for the construction costs of this project. Separate invoices will need to be submitted for each funding source. Invoicing requirements for each funding source will be provided to the Contractor upon award of the contract.

APPENDIX
Woonasquatucket River Greenway

P R O V I D E N C E , R H O D E I S L A N D

Appendix A	RIDOT Required Forms
Appendix B	State Workforce Regulation
Appendix C	RIDOT Standard Clauses
Appendix D	Transportation Management Plan (TMP)
Appendix E	Construction Details
Appendix F	Technical Specifications – Job Specific
Appendix G	Materials Testing and Certification Schedule
Appendix H	Distribution of Quantities
Appendix I	RIDOT Record Plans
Appendix J	Narragansett Bay Commission Sewer Alteration Permit SA210001
Appendix K	National Grid Gas Requirements
Appendix L	Pavement Core/Utility Probe Information
Appendix M	Soil Erosion and Sediment Control Plan
Appendix N	Operations & Maintenance Report
Appendix O	Stormwater Analysis and Drainage Report
Appendix P	Quality Assurance Project Plan
Appendix Q	Remedial Action Work Plan
Appendix R	Soil Management Plan
Appendix S	Categorical Exclusion
Appendix T	CRMC, RIDEM, and USACE Permits
Appendix U	Site Investigation Report
Appendix V	Schedule of Unit Prices

Please see the attached links for the contract book appendices.

[Appendix A to M](#)

[Appendix N to O](#)

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Please see the attached links for the construction plans.

[Construction Plans Volume I & II](#)