



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

REQUEST FOR PROPOSALS

Item Description: Sidewalk, Road, Bridge, and Drainage Construction (Blanket Contract 2026)

Procurement/MinuteTraq #: 52281

Date to be opened: Monday, March 9, 2026

Issuing Department: Department of Public Works

QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Bryant Anderson, Deputy Chief Engineer
 - Engineering Division, Department of Public Works
 - Phone: 401-680-7563
 - Email: banderson@providenceri.gov
 - Please use subject line “**Construction Blanket 2026**”

Pre-Submission Conference

A Non-Mandatory Pre-Bid Conference has been scheduled for Tuesday, February 17, 2026 at 10:00 am. The pre-submission conference will be held online through Microsoft Teams. Interested bidders should email Bryant Anderson (banderson@providenceri.gov) to obtain the meeting link.

Deadline for questions submissions:

Questions regarding this RFP shall be submitted by 2:00 pm on Tuesday, February 24, 2026.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 3/9/2026

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).

In addition, Bidders shall include an electronic copy of the bid in .PDF format on a USB Flash Drive.

- 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.

BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Form from the Minority and Women Business Enterprise Program. (*see page 10 of this document*)
- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.

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

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

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder(s) that meet the requirements listed in the RFP.
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. Also, include an electronic copy of the bid in .PDF format on a USB Flash Drive.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)

BID TERMS

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 _____ 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 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.
 - e) Performance and payment bonds with a satisfactory surety company will be required prior to the start of construction for each Task Order issued under this contract. Performance and payment bonds shall be in the amount of the respective task order.
2. Awards will be made within **nighty (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 seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the “Item Description” here): **Sidewalk, Road, Bridge, and Drainage Construction (Blanket Contract 2026)**

(select all that apply)

- Sidewalk, Road and Drainage Construction
- Bridge Construction

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): Not applicable.

Name of Surety Company (if applicable): Not applicable.

Total Amount in Writing*: Unit Price Bid

Total Amount in Figures*: Unit Price Bid

****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

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

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

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):

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

MBE/WBE Status

Bidder's Name:			
Bidder's Address:			
Point of Contact:			
Telephone:			
Email:			
Procurement #:			
Project Name:			
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE
<p>The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to Task Orders issued under this contract.</p> <p>Information on the City's MBE/WBE participation goals and forms (required at time of/for Task Orders) can be found on the City's web page (www.providenceri.gov) under the Vendor Center section of the Purchasing Department's page. (https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/)</p>			
I certify under penalty of perjury that the forgoing statements are true and correct.			
Prime Contractor/Vendor Signature	Title	Date	
Subcontractor/Supplier Signature	Title	Date	

MBE/WBE Waiver Request Form

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

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

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

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

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

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

 Signature of Prime Contractor /
 or Duly Authorized Representative

 Printed Name

 Date Signed

 Signature of City of Providence
 MBE/WBE Outreach Director /
 or Duly Authorized Representative

 Printed Name of City of Providence
 MBE/WBE Outreach Director

 Date Signed

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).

Attention of prospective bidders is called to the fact that 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](#) (d)(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also 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 a format to be specified by the City. 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.

“FIRST SOURCE” REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). 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 a format to be specified by the City. 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.

BID PACKAGE SPECIFICATIONS

- Contract Documents, Sidewalk, Road, Bridge, and Drainage Construction (Blanket Contract 2026), prepared by the Department of Public Works, Providence, RI, Dated January 2026 (attached).

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.



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

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



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

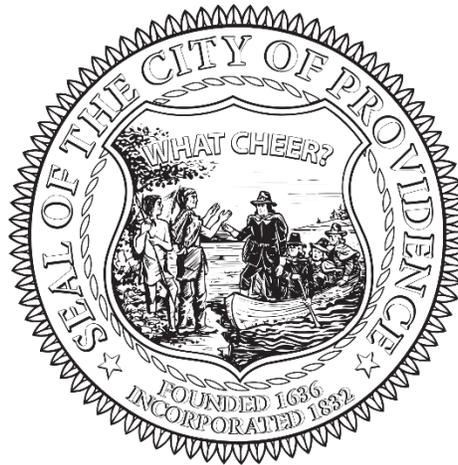
- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled 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.

CITY OF

CONTRACT DOCUMENTS
Sidewalk, Road, Bridge, and Drainage Construction
(Blanket Contract 2026)

PROVIDENCE, RHODE ISLAND

HONORABLE BRETT P. SMILEY
Mayor, City of Providence



PREPARED BY:

DEPARTMENT OF PUBLIC WORKS
75 CHAPMAN STREET
PROVIDENCE, RI 02905
401-680-7506

PATRICIA A. COYNE-FAGUE, DIRECTOR

January 2026

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1. INVITATION FOR BIDS

The City of Providence Department of Public Works (DPW) seeks contractors to perform sidewalk, road, bridge, drainage, and other similar construction within the Public Right-of-Way or other City owned areas as funding opportunities and needs arise.

Work will be divided into two categories 1) Sidewalk, Road, and Drainage Construction, and 2) Bridge Construction. Work under these categories may include, but is not limited to

Sidewalk, Road, and Drainage Construction

- Full frontage sidewalk repairs,
- Spot sidewalk repairs,
- Utility patch restorations (road and sidewalk),
- Full depth road restoration including granular and rigid base,
- Minor milling/paving,
- Drainage work including catch basin/manhole repairs,
- Installation of speed lumps/raised crosswalks.

Bridge Construction

- Bridge construction, maintenance, and repairs.

The contract for the services will run through December 31, 2027, with three (3) one (1) year options for renewal (effective from 1/1/2028 through 12/31/2028, from 1/1/2029 through 12/31/2029, and from 1/1/2030 through 12/31/2030).

The City will qualify multiple responsive, qualified and experienced contractors under this contract for consideration of future work. Contractors can elect to provide services for Sidewalk, Road, and Drainage Construction and/or Bridge Construction.

If electing to provide Sidewalk, Road, and Drainage Construction services, Bidders shall complete and submit the Schedule of Unit Prices Form included in the RFP. If electing to provide Bridge Construction services only, Bidders do not need to complete and submit the Schedule of Unit Prices form.

For sidewalk improvement, speed lump/raised crosswalk, small paving, minor drainage, and similar projects where bid items are included on the Schedule of Unit Prices, DPW will estimate projects costs based on the submitted unit costs to determine the lowest bidder. DPW will then approach the lowest bidder to complete the work; however, timeliness to schedule or to complete the work will be a consideration in awarding the work. The City reserves the right to award work to any Contractor if it is in the best interest of the City.

For larger paving, bridge and other projects that have bid items that are not included on the Schedule of Unit Prices, the DPW will solicit prices from awarded Contractors based on the items and quantities for the specific project.

All prices submitted on the Schedule of Unit Prices must remain firm for the first calendar year (2026). Awarded firms shall submit updated unit prices for each subsequent calendar year. All prices used for a specific Task Order shall be fixed at the applicable prices/costs for the calendar year the Task Order was issued unless otherwise specified in the Task Order. These prices shall remain fixed for the entire duration of the Task Order regardless of the work extending into subsequent calendar years.

For each Task Order issued under this Contract, 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 37-12-1 and RIGL 37-13-14.

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 and/or Bridge Improvement Projects. Roadway and/or Bridge Improvement Projects shall be defined as existing, active roadways and bridges 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 Owner reserves the right to reject any or all bids either in part or in full. All bidders shall be available for a Pre-Bid Award Descope Meeting as may be required by the Owner. The Owner 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 anticipates submitting their recommendation for award of contract to all qualified bidders to the Board of Contract and Supply for its regular meeting on Monday, April 6, 2026. The Board of Contract and Supply may take up to sixty (60) days to formally award.

2. INSTRUCTION TO BIDDERS

2.1. INTERPRETATIONS OR ADDENDA

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

2.2. INSPECTION OF SITE

- A. Prior to the acceptance of any Task Order under this Contract, Each successful 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 Contractor should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Contract Documents and supporting information associated with the Task Order(s). The Contractor, by the execution of the Contract and specific Task Order, 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 read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document, shall in no way relieve any Bidder from any obligation in respect to his Bid.

2.3. 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 in the Request for Proposals. One original and one paper copy of the bid documents and required forms shall be submitted along with one USB drive with a single PDF containing all bid documents and required forms. No CDs or emailed PDFs will be accepted. Failure to submit a USB stick with a single PDF of the required documents and forms may result in disqualification.
- 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 all qualified and responsible Bidder(s). The Contract will require the completion of the work according to the Contract Documents.

2.4. COLLUSIVE AGREEMENTS

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

2.5. 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 and/or Bridge Improvement Projects. Roadway and/or Bridge 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. Bidder(s) (Responsive and Responsible) must:
1. Provide a list of equipment owned/leased in their possession;
 2. Provide the names and qualifications of the Superintendent and Supervisory personnel assigned major features of work;
 3. Provide a description of all self-performed work;
 4. Provide the names of proposed subcontractors and extent of work to be performed;
 5. The Contractor shall demonstrate and provide a work plan to comply with the State Public Works Contract apprenticeship program as prescribed by RIGL Title 37 Section 37-13-3.1. These documents are considered part of the Contract as if attached and written in full.
 6. Provide the name of the firm's Equal Employment Opportunity with reference to the City or State;
 7. Provide Certification of Non-Discrimination in Equal Employment Opportunity with reference to the State;

8. Provide financial references and set of audited financial statements (prepared by a CPA) for most recent 3-year period to City for its' review and approval;
9. Provide original letters from Bonding & Insurance Companies District Offices indicating willingness to furnish bonds/certificates;
10. Provide insurance documentation naming the Owner as additionally insured (upon award of contract);
11. Provide list of 10 most recent contracts completed;
12. Provide list of all uncompleted contracts;
13. List whether in the past 3 years the firm has had any bids rejected for lack of qualifications, Responsibility, submission of informal/non-responsive bids, been denied or revoked of pre- qualification; or violated any State labor law or prevailing wage citation.
14. Provide proof of five years' work experience on projects of similar scope and size.

2.6. CORRECTIONS

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

2.7. TIME FOR RECEIVING BIDS

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

2.8. OPENING OF BIDS

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

2.9. 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.

2.10. 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.

2.11. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to qualified responsible Bidder(s) submitting bid(s) that comply with the conditions of the Invitation for Bids. The Bidder(s) 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).

2.12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

- A. Subsequent to the award and prior to the acceptance of any Task Order, the successful Bidder(s) 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(s) shall, within the period specified in paragraph "A" above, furnish a surety bond in a penal sum not less than the amount of the Task Order 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.

2.13. WAGES AND SALARIES

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

-
- D. Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials are available online at <https://beta.sam.gov/>.

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

- A. Time of Completion for work under this contract will be specified in the individual Task Orders issued under this Contract.
- B. The Bidder(s) will be subject to liquidated damages as indicated in the SPECIAL CONDITIONS and Technical Specifications.

2.15. 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.

2.16. UNIT PRICES, SUPPLEMENTAL UNIT PRICES AND ALTERNATES

- A. Bidders shall state the proposed unit prices 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. 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.
- C. If there is a discrepancy between the price written in words, and written in figures, the price written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the Bid Form.
- D. 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.
- E. All unit prices submitted on the Schedule of Unit Prices must remain firm for the first calendar year (2026). Awarded firms shall submit updated unit prices and an updated rate table for each subsequent calendar year. All prices used for a specific Task Order shall be fixed at the applicable prices/costs for the calendar year the Task Order was issued unless otherwise specified in the Task Order. These prices shall remain fixed for the entire duration of the Task Order regardless of the work extending into subsequent calendar years.
- F. The Bidder shall provide Bid Unit Costs that reflect the Fair Market Value of the work to be performed to prevent an unbalanced bid. As such the practice of submitting Penny, Dollar or Token Bid values is discouraged and could result in rejection of the bid if found to be unbalanced.

2.17. UNCERTAINTY OF QUANTITIES

- A. The quantities listed in the Task Orders issued under this Contract are approximate and are given only for use in comparing Bids and to indicate approximately the total amount of the

contract, and the Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith but does call particular attention to the uncertainty in the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than those given in the Bid (proposal) as may be necessary in the judgment of the Owner to complete the work contemplated in the contract. Attention is particularly called to the fact that the quantity of work to be done under some Bids may be largely dependent on subsurface ground conditions encountered and therefore the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.

- B. Under the contract, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the Bid.
- C. Only such quantities of the respective items of work performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as ground for an increase or decrease in the Bid Prices.

2.18. 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.

2.19. CONDITIONS OF WORK

- A. Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve the successful Bidder of his obligation to furnish all required materials, equipment, services, systems, and labor necessary to carry out all of the provisions of the Contract Documents, and to complete the prescribed set forth in their Bid. Insofar as possible, the Contractor, in the carrying out of their work must employ such methods or means as will not cause any reasonable interruption of or interference with traffic, the use of existing facilities and utilities, the use of municipally or State- or privately-owned lands, or with the work being performed by others. The Contractor shall perform the work in accordance with 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.
- B. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon underground pipes and structures, subsurface soil conditions including rock and groundwater, transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, the locations of existing utilities and structures affecting the work, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities and all other conditions affecting the work to be done and labor and materials needed, and make his Bid in sole reliance thereon, and shall not at any time after the submission of a Bid assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

2.20. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as if they are attached and written in full.

2.21. DEFINITIONS

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

2.22. SEQUENCE OF CONSTRUCTION

The Contractor shall schedule his operations so as to minimize delays and inconvenience to traffic and shall at all times cooperate with the City of Providence, Parks Department, Department of Public Properties, Police and Fire Departments, the Traffic Engineering Department and the Department of Planning & Development and their appointed representatives. The Contractor shall also cooperate with the Department of Public Works, the Rhode Island Department of Transportation, the Providence Water Supply Board, 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 and shall be flexible in revising the "Sequence of Construction" to meet the Owner's needs.

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

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

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

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

2.25. PRE-BID CONFERENCE

There will be a Non-Mandatory Pre-Bid Conference has been scheduled for Tuesday, February 17, 2026 at 10:00 am. The pre-submission conference will be held online through Microsoft Teams. Interested bidders should email Bryant Anderson (banderson@providenceri.gov) to obtain the meeting link.

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

2.27. REQUIRED BID DOCUMENTS

The following documents must be fully executed on the special forms provided herein (or as otherwise noted) and must accompany all bids:

- A. Bid Form 1: Bidders Blank
- B. Bid Form 2: Certification of Bidder
- C. Bid Form 3: Certificate Regarding Public Records
- D. MBE/WBE Status Form
- E. Non-Collusion Affidavit of Prime Bidder
- F. Special Requirement for All Out-of-State Contractors and Firms
- G. Certification with Regard to Performance of Previous Contracts and Subcontracts
- H. Statement of Bidders Qualifications

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- I. Section 3 Affirmative Action Plan
 - 1. Form needs to be completed by all bidders but only applies to Task Orders/work that has CDBG funding. DPW does not anticipate that the majority of the work requested under this contract will include CDBG funds. All work that includes CDBG funding will be identified on the respective Task Order(s).
 - J. Section 3 Certification (applies to CDBG funded work)
 - 1. Form needs to be completed by all bidders but only applies to Task Orders/work that has CDBG funding. DPW does not anticipate that the majority of the work requested under this contract will include CDBG funds. All work that includes CDBG funding will be identified on the respective Task Order(s).
 - K. Schedule of Unit Prices
 - 1. Not required if Bidder is only submitting on Bridge Construction work.
 - L. Schedule of Rates for all Labor and Equipment
 - 1. No form provided in RFP, to be submitted on Bidder supplied list/form.

2.28. SUBMISSION OF STANDARD FORM 257

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

2.29. 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. 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.

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- 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.
 - F. 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.
 - G. Work deemed unacceptable during the course of the work will be cause for the Owner to reasonably withhold payments for work completed to-date until acceptability is achieved and required work is properly corrected. The contractor shall not proceed to new work until work done to-date is acceptable.

2.30. HOLDING OF BIDS

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

2.31. AWARD OF CONTRACT / START OF CONSTRUCTION

- A. The CONTRACT for construction is expected to be awarded on Monday, April 6, 2026. The Board of Contract and Supply may take up to 60 days to formally award the Contract.
- B. CONTRACTOR shall commence construction as outlined in the individual Task Orders and after the issuance of a Purchase Order from the City. The Contractor shall submit the required bonds prior to the associated Purchase Order request. Work shall be performed on a continuous basis until completed. Failure to comply with the requirements will nullify the Contractor's status and the Contract or will not receive any further work under this contract unless conditions dictate otherwise.

2.32. COOPERATIVE PROCUREMENT

- A. This Request for Proposals reflects the Department of Public Works usage only. Any city department that wishes to purchase items will execute its own contract with the awarded contractor(s) for its own requirements. By submitting a bid, contractor agree to extend identical prices and Goods under the same terms and conditions to all city departments.

3. REQUIRED BIDDING DOCUMENTS

LIST OF FORMS:

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

1. Bid Form 1: Bidders Blank *(included in Request for Proposals)*
2. Bid Form 2: Certification of Bidder *(included in Request for Proposals)*
3. Bid Form 3: Certificate Regarding Public Records *(included in Request for Proposals)*
4. Bid Form 4: Affidavit of City Vendor *(included in Request for Proposals)*
5. MBE/WBE Status Form *(included in Request for Proposals)*
6. Non-Collusion Affidavit of Prime Bidder
7. Special Requirement for All Out-of-State Contractors and Firms
8. Certification with Regard to Performance of Previous Contracts and Subcontracts
9. Statement of Bidders Qualifications
10. Section 3 Affirmative Action Plan *(applies to CDBG funded work)*
11. Section 3 Certification *(applies to CDBG funded work)*
12. Schedule of Unit Prices *(only required if submitting on Sidewalk, Road and Drainage Construction)*
13. Schedule of Rates for all Labor and Equipment *(to be provided on a Bidder supplied form/list)*

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4. CONTRACT FORMS

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

LIST OF FORMS

- A. Construction Agreement
- B. Partial Release – Contractor
- C. Final Release – Contractor

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5. GENERAL CONDITIONS

5.1. BRIEF SCOPE OF WORK

The City of Providence Department of Public Works (DPW) seeks contractors to perform sidewalk, road, bridge, and drainage construction within the Public Right-of-Way or other City owned areas as funding opportunities and needs arise.

Work may include, but is not limited to full frontage sidewalk repairs, spot sidewalk repairs, utility patch restorations (road and sidewalk), full depth road restoration including granular and rigid base, minor milling/paving, drainage work, installation of speed lumps/raised crosswalks, drainage projects, catch basin/manhole repairs, restoration of roadway striping, restoration of traffic detection loops, bridge construction/repair, and all incidentals to complete the work. Work shall be measured and paid by the appropriate bid items.

The City will qualify multiple responsive, qualified and experienced contractors under this contract for consideration of future work. The DPW will estimate projects costs and approach the lowest bidders to complete the work; however, timeliness to schedule or complete the work will be a consideration in awarding the work. The City reserves the right to award work to any Contractor if in the best interest of the City. For projects that include bid items that are not present in this bid package, the DPW will solicit unit prices, or total lump sum job bids.

5.2. DEFINITIONS

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

- A. Addendum: The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.
- B. Contract: The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS form a part.
- C. Contract Documents: The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Condition, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- D. Contractor: The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to construct and install the improvements embraced in this Contract.
- E. Design Engineer: The term "Design Engineer" means the Consulting Firm used to develop plans and/or specifications for each specific Task Order. 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.
- F. Drawings: The term "Drawings" means the drawings listed in the Schedule of Drawings.
- G. Engineer: 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.

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- H. Local Government: The term "Local Government" means the City of Providence, Rhode Island, within which the Project Area is situated.
 - I. Owner: The term "Owner" means the CITY OF PROVIDENCE, THE CITY OF PROVIDENCE DEPARTMENT OF PUBLIC WORKS (DPW) and the PROVIDENCE PUBLIC BUILDING AUTHORITY (PPBA) which are authorized to undertake this Contract.
 - J. Project Area: The term "Project Area" means the site of the proposed work listed in each Task Order issued under this Contract 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.
 - K. Technical Specifications: 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.
 - 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".

5.3. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent Superintendent and/or Project Manager, dedicated to the project and satisfactory to the Owner 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.

5.4. SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this contract until they have submitted a non-collusion affidavit from the Subcontractor and have received written approval of such Subcontractor from the Owner. (See Non-Collusion Affidavit for Subcontractor in Bidding Documents section)
- B. No proposed Subcontractor shall be disapproved by the Owner except for cause.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them.
- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the improvements embraced in the Site Preparation.

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- 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.

5.5. OTHER CONTRACTS

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

5.6. FITTING AND COORDINATION OF THE WORK

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

5.7. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

5.8. PROGRESS SCHEDULE

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

5.9. COMPENSATION AND PAYMENTS TO CONTRACTOR

A. Compensation:

1. 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.
3. The Contractor shall not be paid for materials in storage.
4. The estimated quantities given in each Task Order issued under the Contract 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.
5. 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.
6. 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.
7. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department or as specified in the Contract Documents.

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%) (refer to RIGL 44-1-6). 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 site. 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.

3. 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 113 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.
 - (a) Certified Payroll
 - (b) WBE and DBE
 - (c) Liens Release

- (d) Supporting information to review invoices
 - (e) Incomplete Work
 - (f) Not Addressing REAL TIME Punch lists
- E. Payments Subject to Submission of Materials Certificates and Materials Testing:
- 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, MBE/WBE utilization and any other reporting as stated in the contract documents. Payment to the Contractor by the Owner is also contingent upon receipt of updated and accurate project construction schedules.
- G. Payments Subject to Certified Payroll Requirements:
- 1. Complete and executed certified payroll statements are required to be submitted with all invoice requests. Failure to do so will result in non-payment until certified payrolls are received.
- H. Payments Subject to Progress Schedule
- 1. Each payment to the Contractor by the Owner shall be made subject to submission of a current, accurate and reasonable progress schedule. Failure to do so will result in non-payment until a progress schedule is received and accepted.

5.10. CHANGES IN THE WORK

- A. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidation of the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease

the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with the Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.

- D. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
1. If the proposal is acceptable, the Owner will prepare the change order in accordance with Paragraph E below for acceptance by the Contractor, and
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis, defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- E. Each change order shall include in its final form:
1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a conformed copy thereof.
 3. A definite statement as to the resulting change in the contract price and/or time.
 4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
- F. For any changes agreed by Owner and the Contractor, the Contractor shall be allowed a markup on any additional work not accounted for, as follows:
1. The Contractor shall consider a markup of cost of work plus general conditions at three percent (3%) plus overhead and profit at nine percent (9%).
 2. The Subcontractor shall consider a markup of cost of work plus general conditions at three percent (3%) plus overhead and profit at nine percent (9%).
 3. The Contractor's markup on Subcontractors shall be five percent (5%).
 4. Labor and equipment rates shall be as provided as part of the original Bid document.

5.11. CLAIMS FOR EXTRA COST

- A. If the Contractor has any claims for additional cost or extension of time, they shall, within three days after the occurrence of the claim, and in any event before proceeding to execute the work, submit their claim in writing to the Owner, stating clearly in detail the basis of the claim. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or 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.

- 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.

5.12. 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 6.3, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in SPECIAL CONDITIONS, Section 6.3, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.
- C. 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.

5.13. ASSIGNMENT OR NOVATION

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

5.14. DISPUTES

- A. Disputes to be resolved in accordance with the Rhode Island General Law Title 37, Chapter 37-16 et seq.
- B. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition.

5.15. TECHNICAL SPECIFICATIONS AND DRAWINGS

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

5.16. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be

filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared so that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly a schedule, fixing the dates at which special detail drawings will be required, such drawings if any, to be furnished by the Engineer in accordance with said schedule, and a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

5.17. SHOP DRAWINGS

- A. The Contractor shall submit promptly to the 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.

5.18. MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the opinion of the 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.

5.19. SAMPLES, CERTIFICATIONS AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents, or required by the 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.
- B. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the 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.
- C. Approval of any materials shall be general only, and shall not constitute a waiver of the Owner's right to demand full compliance with the Contract Documents after actual deliveries, the 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.
- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 5. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the 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.
 - 6. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient. All other expenses for testing of materials will be paid for by the Owner.
- E. Testing and inspection of the various materials, equipment, or articles, etc., heretofore mentioned shall be performed by testing agency or agencies selected by the Owner.
- F. Payments to the testing agency or agencies shall be paid for by the Local Owner.

5.20. PERMITS AND LICENSES

- 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 6.66,
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

5.21. CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. The Contractor shall provide at his own expense sufficient competent watchmen, both day and night, including Saturday, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the GENERAL CONDITIONS, 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.

5.22. ACCIDENT PREVENTION AND JOB SAFETY

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

5.23. SANITARY FACILITIES

- A. The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
- B. Sanitary facilities shall not be placed in the public right-of-way without prior approval of the Owner.

5.24. USE OF PREMISES

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

5.25. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public 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.

5.26. INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 519 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.

5.27. REVIEW BY OWNER

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

5.28. FINAL INSPECTION

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

5.29. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the 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.

5.30. INSURANCE

Contract Party shall procure Required Insurance as defined herein:

- A. At the sole cost and expense of Contract Party.
- B. Obtain and maintain such Required Insurance in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- C. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the Owner.
- D. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:

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1. When required liability insurance policy uses “Occurrence” coverage trigger (Including that known as “Reported Occurrence”):
 - (a) Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 2. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - (a) when the Contract has ended; or
 - (b) when products or services have been put to intended use; or
 - (c) when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 3. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- E. When required liability insurance policy uses any form of “claims-first made trigger:”
1. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
 2. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
 3. Such coverage must be provided for a period of not less than five (5) years after the later of:
 - (a) when the Contract has ended; or
 - (b) when products or services have been put to intended use; or
 - (c) when hardware, software, buildings, other physical structures or repairs have been put to intended use.
 4. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations”.
 5. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
 6. Required Insurance limits to be provided by single insurance policy or through “follow form primary” layered excess insurance policies to obtain overall required limit(s).
 7. Contract Party’s subcontractors to maintain same insurance.
 8. Any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State and Owner as Additional Insured.

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9. The Owner reserve the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

F. Required Insurance:

1. Commercial General Liability Insurance:

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

- (a) Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
- (b) Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- (c) The general aggregate must be on a “per project” or “per location” basis.
- (d) Shall include waiver of subrogation in favor of State and City of Providence.
- (e) Include State and Owner as additional insured on a primary and non-contributory basis.
- (f) The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State and Owner as additional insured on a primary and non- contributory basis and a waiver of subrogation in favor of State and Owner. All endorsements shall be subject to review and approval by the authorized State personnel.
- (g) Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

2. Automobile Liability Insurance:

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

- (a) Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
- (b) If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
- (c) At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
- (d) Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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- (e) Shall include waiver of subrogation in favor of State and City of Providence.
3. Workers' Compensation and Employers' Liability:
- (a) Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
- (b) Policy form based on NCCI or its equivalent.
- (c) Employers' Liability with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit and \$500,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
- (d) A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State or the Owner.
- (e) Policy to include waiver of subrogation in favor of State and Owner.
- (f) The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State and Owner. All endorsements shall be subject to review and approval by the State authorized personnel.
4. Umbrella Liability Insurance
- (a) \$5,000,000 per occurrence and \$5,000,000 in aggregate.
5. Pollution Liability Insurance
- (a) \$2,000,000 policy limit
- G. All Required Insurance shall be placed with insurers:
1. Authorized to do business in Rhode Island.
2. Rated "A-," class X or better by A.M. Best Company, Inc.
3. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- H. The legal defense provided to the State and the Owner under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State and the Owner is necessary.
- I. As evidence of the insurance required by this Contract, the Contract Party shall furnish to Owner Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
1. In form acceptable to the Owner prior to project award. Failure to comply with this provision may result in rejection of the bid offer.

2. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to the Owner. Contract Party shall also immediately notify the Owner if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 3. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 4. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 5. Owner retains the right to demand a certified copy of any Required Insurance policy, Certificate of Insurance or endorsement.
 6. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the Owner as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of Owner. All endorsements shall be subject to review and approval by the Owner.
- J. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by Owner that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Owner.
- K. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the Owner.
- L. Owner shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
- M. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Owner.
- N. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
- O. Failure to comply with these Insurance Requirements is a material breach entitling the Owner to terminate or suspend the Contract immediately.
- P. These Insurance Requirements shall survive expiration or termination of the Contract.

5.31. PATENTS

The Contractor shall hold and save the Owner, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

5.32. WARRANTY OF TITLE

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

5.33. GENERAL GUARANTEE

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

5.34. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

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

5.35. WEATHER CONDITIONS

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

5.36. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the Contract Documents including the Task Order(s), 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 2.18 hereof.

5.37. NOTICE AND SERVICE THEREOF

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

5.38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

5.39. RELEASES

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

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- B. The Owner, prior to making each payment to the contractor, may require the Contractor to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the Contractor, or any Subcontractor, if deemed necessary to protect its interest.

5.40. CONTRACTOR'S OBLIGATIONS

- A. The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Technical Specifications and in accordance with the Plans and Drawings covered by this contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the 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.

5.41. ENGINEER'S AUTHORITY

- A. The Engineer shall give all orders and directions contemplated under this Contract and Technical Specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Technical Specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the Technical Specifications and of any Plans or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.
- B. The Engineer does not have unilateral authority and shall work collaboratively with the Owner.

5.42. ALL WORK SUBJECT TO CONTROL BY ENGINEER

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

5.43. INTERPRETATION OF DRAWINGS AND TECHNICAL SPECIFICATIONS

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

5.44. ENGINEER'S CONTROL NOT LIMITED

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

5.45. CONTRACT AND CONTRACT DOCUMENTS

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

5.46. LIST OF DRAWINGS:

A list of drawings will be included in each Task Order, if applicable.

5.47. COORDINATION WITH UTILITIES

- A. The Contractor shall arrange and cooperate with the various utility corporations or other parties interested in connection with the relocation and maintenance of all public fixtures when necessary and appurtenances or service connections within or adjacent to the limits of construction, as directed by the Engineer. There shall be no additional payment for such coordination. The Contractor shall be aware of such projects and prepare the schedule accordingly.
- B. The Contractor will be responsible for any damage done to any utility poles or lines, curbing, basins, hydrants, water and sewer lines, conduits and other accessories and appurtenances of a similar nature which are fixed or controlled by the City Public Utility Company or Corporation. He shall perform any carry out his work in such a manner as not to interfere with or damage fixtures mentioned herein, or as shown on the Plans or discovered during construction.
- C. The Contractor shall notify the affected Utility companies at least fourteen (14) calendar days prior to commencing work in the location of the respective utility.
- D. The purpose of this advanced notification is to allow the utility company ample time to adjust, reconstruct or reset utility features within the influence of the Work of the roadways and sidewalks scheduled for construction.

5.48. MAINTENANCE OF FIRE LANES

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

5.49. "OR APPROVED EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the 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.

5.50. REPORTS, RECORDS AND DATA

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

5.51. SAFETY AND HEALTH REGULATIONS

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

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

5.52. PROTECTION OF LIVES AND PROPERTY

- A. In order to protect the lives and health of their employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Incorporated, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract.
- B. The Contractor alone shall be responsible for the safety, efficiency and adequacy of their plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- C. The Contractor shall be solely responsible for the acts and omissions of their agents, employees and their Subcontractors and their agents and employees and shall hold the Engineers and the Owner harmless and defend the injuries to others or property of others which result from said acts or omissions.

5.53. CONTRACTOR TO LAY OUT THEIR OWN WORK

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

5.54. SUBSURFACE DATA

- A. The Contractor shall be aware that some buildings in the City have basements and/or utility vaults under the sidewalks. The Contractor shall be solely responsible to verify the presence of building/utility vaults and use extreme care when working within or adjacent to sidewalks in front of buildings that may contain vaults. Any basement or utility vaults damaged by the Contractor while carrying out this Contract shall be repaired by the Contractor to the satisfaction of the 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. Pavement cores have not been obtained by the Design Engineer. Core logs are not included in the Contract Documents.

5.55. NON-FEDERAL LABOR STANDARD PROVISIONS

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

A. Other Stipulations

1. The Contractor shall comply with the applicable provisions of all Rhode Island labor laws as administered by the Rhode Island State Department of Labor, including particularly the provisions of the following:

- (a) Title 37, Chapter 13, Sections 1 to 14
- (b) Title 28, Chapter 16, Sections 1 and 2
- (c) Title 45, Chapter 32, Sections 43 and 44

- B. The Contractor shall further comply with the applicable provisions of the Rhode Island Employment Security Act and the Rhode Island Temporary Disability Insurance Act, and shall report, upon the certified copies of payrolls as required by the GENERAL CONDITIONS, all employer contributions made and all employee deductions taken in compliance with said Acts.

- C. The Contractor shall further comply with the applicable provisions of Title 28, Chapter 5, Sections 1 to 43, of the General Laws of Rhode Island, 1956 the State Fair Employment Practices Act, as amended.

D. Schedule of Salaries and Wages

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

5.56. FEDERAL LABOR STANDARDS PROVISIONS

The following Federal Labor Standards apply to all Task Orders and work that have federal funding including Community Development Block Grant (CDBG) funds. A copy of the Federal Labor Standard Provisions (HUD) is provided in the Appendices.

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap,

color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

B. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

C. SECTION 202 OF EXECUTIVE ORDER 11246

1. Activities and contracts not subject to Section 202

- (a) Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under.

During the performance of this contract, the contractor agrees as follows:

- (i) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- (ii) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (iii) Contractors shall incorporate foregoing requirements in all subcontracts.

2. Activities and contracts subject to Section 202

- (a) Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000

During the performance of this contract, the contractor agrees as follows:

- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
 2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 3. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 4. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 5. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 6. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (ii) The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program

involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and- applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into -such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.

E. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

F. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

G. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

1. Section 3 Clause:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contract agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 'Me contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

H. LABOR STANDARDS

1. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
2. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
3. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.
4. A copy of the Federal Labor Standards Provisions (US Department of Housing and Urban Development) is included in the Appendix.

I. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

J. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

K. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

1. The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.
2. The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

L. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

M. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

N. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

O. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

P. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

Q. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

R. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

1. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with

the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

2. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

3. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

5.57. SECTION 3 REQUIREMENTS (HUD)

This section applies to all Task Orders and work that include Community Development Block Grant (CDBG) funds.

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

As a condition of receiving HUD assistance recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

A. Applicability of Section 3 to Community Planning & Development Assistance

1. Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with the Section 3. Accordingly, the

recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by:

- (a) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
 - (b) Offering 30 percent of new employment opportunities to Section 3 businesses.
- B. Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.
- C. Triggering the Requirements of Section 3
1. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.
 2. The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.
- D. Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
 2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
 3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
 4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
 5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
 6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
 7. Documenting actions taken to comply with Section 3.
- E. Section 3 Residents and Business Concerns
1. Section 3 Residents Are:

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- (a) Residents of Public and Indian Housing; or
 - (b) Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.
2. Section 3 Business Concerns Are One of the Following:
 - (a) Businesses that are 51 percent or more owned by Section 3 residents; the business meets the definition of a resident-owned business, as set forth in HUD's regulations at 24 CFR 963.5.
 - (b) The business demonstrates that at least 20 percent of its permanent full-time employees are Section 3 residents and the business either: (i) sponsored a minimum of 10 percent of its current Section 3 employees to attend a DOL or DOL-recognized, State Apprenticeship Agency-approved, registered apprenticeship or pre-apprenticeship training program that meets the requirements outlined in DOL's Employment Training Administration (ETA) Training and Employment Notice 13-121; or (ii) 10 percent of the employees of the business are participants or graduates of a DOL YouthBuild program.²
 3. In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.
 4. For additional information, please visit the Section 3 website at: www.hud.gov/section3.
 - (a) See http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5842.
 - (b) See http://www.doleta.gov/youth_services/youthbuild.cfm.

F. Section 3 Clause

1. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of section 3 of the Housing and Urban Development Act of 196 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.
2. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR part 135.

3. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:
 - (a) After the contractor is selected; and
 - (b) With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.
4. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
5. The contractor agrees to post signs advertising new employment, training, or Subcontracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.
6. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as 30 percent of new hires, or provide written justification to the recipient that is consistent with § 135.7(b)(4), describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
7. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
8. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3 businesses, or provide written justification that is consistent with § 135.7(b)(4) describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.
9. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.
10. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.
11. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR 135.37 or 24 CFR 135.57, as applicable.
12. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3, and include this Section 3 clause in its entirety into every subcontract awarded.
13. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.
14. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

15. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

16. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.

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6. SPECIAL CONDITIONS

6.1. PROJECT AREA

- A. Project areas for work under this contract shall be defined in the individual Task Orders.

6.2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed, including all punch list items as outlined in each Task Order. Time is of the essence and the construction needs to occur in a continuous manner without gaps in the work, unless an excusable delay occurs, as defined in GENERAL PROVISIONS PART I, Section 111.

6.3. LIQUIDATED DAMAGES

Liquidated damages shall be as set forth in the Instructions to Bidders, and in the Technical Specifications.

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

- A. 905.1000 – Sidewalks
- B. 906.9901 – Rubber Wheel Stops
- C. T18.9901 – Flexible Delineator Post
- D. T20.9902 – T20.9906 – Pavement Marking Words and Symbols

6.4. RESPONSIBILITIES OF CONTRACTOR

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

6.5. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Department of Public Works, 700 Allens Avenue, Providence, Rhode Island 02905, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for

transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6.6. PARTIAL USE OF SITE IMPROVEMENTS

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

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

6.7. WORK BY OTHERS

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

6.8. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor a .PDF copy of the Contract Documents, Plans and Addenda without charge.

6.9. DISPOSAL OF SALVAGED MATERIALS

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

6.10. PROVISION FOR FLOW OF PRESENT DRAINAGE

Provision for the flow of all sewers, drains and watercourses that are met or altered during construction shall be provided by the Contractor and all the connections shall be restored without extra charge. All offensive matter shall be removed immediately with such precautions as may be directed. If required, the Contractor shall install temporary bypass connections for surface or pipe drainage facilities to provide uninterrupted or continuous service during the work of construction. Contractor is responsible to clean sediment and erosion control devices, as well as clearing standing water as a result of the presence of sediment and erosion controls immediately upon request, and at no additional charge.

6.11. WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND TECHNICAL SPECIFICATIONS

The work, during its progress and at its completion, shall conform to the lines and grades shown on the Drawings and to the directions given by the 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 6.2 (Time for Completion), hereof.

6.12. CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the Drawings or schedules given to him by the 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.

6.13. PROTECTION OF TREES

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

6.14. REMOVAL OF WATER AND PROTECTION FROM FLOODING

The Contractor shall construct and maintain, at no additional expense to the Owner, all pumps, drains, well points or any other facility for the control and collection of groundwater and/or surface water and provide all pumps and piping for the removal of water from the trenches and excavations so that all trenches and excavations may be kept, at all times, free from water and so that all construction work may be performed in the dry. Any damage resulting from the failure of the dewatering operations of the Contractor and any damage resulting from the failure of the Contractor to maintain the areas of all work in a suitable dry condition, shall be repaired by the Contractor as directed by the 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.

6.15. HURRICANE PROTECTION

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

6.16. FIRST-AID TO INJURED

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

6.17. CONFORMANCE WITH DIRECTIONS

The 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.

6.18. PROTECTION AGAINST HIGH WATER AND STORM

- A. The Contractor shall take all precautions to prevent damage to the work or equipment by high waters or by storms. The 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.

6.19. SEQUENCE OF WORK

- A. The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the 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.
- B. Sequence and scheduling of the Work shall be submitted to the Contractor by City. The City reserves the right to indicate the sequence of work prior to construction.
- C. In areas where both Roadway and Sidewalk work are to be constructed, the curbing and sidewalk work is to be constructed prior to final paving of adjacent roadways.
- D. In areas where the Roadway is to be cold planed or patched, the Roadway is to be resurfaced within seven (7) calendar days after the original pavement surface is removed.

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- E. In areas where the Sidewalk is to be reconstructed or constructed, the sidewalk is to be in place within seven (7) calendar days after the original sidewalk surface is removed or excavation for the new sidewalk has taken place. Work in sidewalk areas shall be performed on one side of the road at a time, detouring pedestrians to the other side of the street to provide an accessible route for pedestrians. The Contractor shall work on whole blocks at a time to keep the construction zone contained and compressed. The length of the construction zone shall be approved the Engineer before work is started.
 - F. Work to install waterborne temporary striping shall occur immediately after paving. Work to install epoxy resin pavement striping shall occur fourteen (14) days after paving. If markings do not begin at this time, this could be cause for suspending resurfacing operations until pavement striping and loop operation is put into effect.
 - G. Traffic detector loops shall be installed within 72 hours of disturbance or final paving.

6.20. COMPETENT HELP TO BE EMPLOYED

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

6.21. STREETS AND SIDEWALKS TO BE KEPT OPEN

- A. The Contractor shall at all times keep the streets, highways, roads, private walks and sidewalks in which he may be at work, open for pedestrian and vehicular traffic at his own expense, unless otherwise authorized by the 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.

6.22. LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY

- A. The Contractor shall put up and maintain such barriers, lighting and warning lights, danger warning signals and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places, and the Contractor shall indemnify and protect the Owner and the Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor or his subcontractors, or their servants or agents.
- B. In addition to the above, when and as needed, or when required by the 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.

6.23. TRAFFIC CONTROL, POLICE DETAILS, AND FLAGGERS

- 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. When Police Details are required, it will be the responsibility of the Contractor to retain and coordinate the services of local police for traffic control necessary to complete the work. Police Details will be paid for by the City directly.
 - 1. Police Details shall be required when:
 - (a) The construction activity results in limiting the roadway to one travel lane,
 - (b) Detours are required on bus routes, primary emergency routes and arterial roadways,
 - (c) Sidewalks are closed or obstructed in a school zone, when school is in session,
 - (d) Any time a motorist must violate basic traffic regulations (e.g., travel the wrong way on a one-way street),
 - (e) When, in the opinion of a ranking police officer, the public safety would be significantly compromised without the presence of a detail officer.
 - 2. Police Details shall **not** be required and will **not** be paid for by the City when:
 - (a) Local roads are closed.
 - (b) The construction activity results in a minor encroachment in the roadway and traffic is unrestricted. Under this condition, the Contractor shall provide a flagger(s) and the **flagger costs shall be incidental to the work.**
 - 3. **Flaggers in lieu of Police Details:** If police details are required and cannot be provided by the City, the contractor shall provide flaggers in lieu of Police Details. If flaggers are used in lieu of Police Details, the cost of flaggers shall be paid for at the Contract Unit Price. The cost of flaggers in all other instances shall be considered incidental to the work and shall not be paid for separately..
- F. The Contractor shall be solely responsible for the safe passage of traffic and shall indemnify and protect the Owner and the Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor of their Subcontractors, or their servants or agents.

6.24. NIGHT WORK

- A. Night work, or work on Saturdays, Sundays and legal holidays may be required in order to perform certain construction operations without causing excessive interference with or disruption of traffic flow, water service, etc.
- B. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department.
- 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.
- 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. 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.
- G. The assumption is made that all work outside of milling, paving and pavement marking activity will be able to occur during daylight hours.

6.25. BUS LINE INTERFERENCE

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

6.26. WORK IN COLD WEATHER

- A. The 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.

6.27. BLASTING AND EXPLOSIVES

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

6.28. RESERVED MATERIALS

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

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

- A. The materials from the trench and excavations and those used in the construction of the work shall be deposited in such a manner so they will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel or the adjoining tenants. All excavated materials not approved for backfill and fill, all surplus material and all rock resulting from the excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional expense to the Owner.
- B. The disposal of any excess or unsuitable material including earth, pavement, debris from demolished structures of all types, vegetative matter and any other material either found on the work site or brought to the site by the contractor or subcontractors will be in accordance with all applicable local, State and Federal laws. The following procedures will be encountered during the prosecution of work:
1. Under no circumstances will any material be deposited in a freshwater or coastal wetland or regulated areas. The Contractor must obtain the permission of the Engineer prior to on site disposal of material.
 2. The off-site disposal of any material will be allowed only by written permission of the property owner upon whose property the material is to be deposited. The Contractor must furnish a copy of said written permission.
 3. For all off-site disposal areas, it will be the Contractor's responsibility to obtain the approval of the Department of Environmental Management, the Coastal Resources Management council, and any other governmental agency as necessary.

- C. The above procedures will be performed by the Contractor at no additional cost to the Agency or City. Under these procedures, the Contractor retains all responsibilities and liabilities under City, State and Federal laws for violations resulting from disposal of material from the project and will defend and hold the Agency and City harmless there from.
- D. Removal and disposal of the Asbestos Cement materials shall be according to all current City, State and Federal regulations.

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

- A. The length of trench opened at any time from point where ground is being broken to completed backfill and also the amount of space in streets or public and private lands occupied by equipment, trench and supplies, shall not exceed the length or space considered reasonably necessary and expedient by the 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.

6.31. INTERFERENCE WITH EXISTING STRUCTURES

- A. Whenever it may be necessary to cross or interfere with existing culverts, drains, sewers, water pipes or fixtures, guardrails, fences, gas pipes or fixtures, or other structures needing special care, due notice shall be given to the 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.

6.32. MATERIALS

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

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

- A. No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of the work or upon installation shall be replaced by the Contractor at his expense. Notice shall be given to the 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.
- B. The Contractor shall be responsible to compensate the City's Project Management team and police details and materials testing for errors, defective work or damage caused by the Contractor. This will be done by direct invoice to the Contractor or monies deducted through invoices.
- C. All materials furnished by the Contractor are subject to thorough inspections and tests by the Engineer.
- D. All ordering lists shall be submitted by the Contractor to the Engineer for approval and shall be approved before the ordering of the materials.

6.34. ALCOHOLIC BEVERAGES AND INTOXICATING SUBSTANCES

The Contractor shall not allow the use of or influence of alcoholic beverages and intoxicating substances (aside from those prescribed by a physician) on the work site.

6.35. 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.

6.36. 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.

6.37. RIGHTS OF ACCESS

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

6.38. LOADING

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

6.39. EXISTING UTILITIES OR CONNECTIONS

- A. The Location of existing underground pipes, conduits and structures, as may be shown in the project drawings, has been collected from the best available sources and the Engineer and the Owner together with its agents does not guarantee, expressly or by implication, the data and information in connection with underground pipes, conduits, structures, electric and telephone ducts and lines, vaults and such other parts as to their completeness nor their locations as indicated. The Contractor shall assume that there are existing water, gas, electric, and other utility connections to each and every building enroute, whether they appear on the Drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.
- B. Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the Drawings, or which are made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

6.40. 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.

6.41. 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.

6.42. 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.

6.43. 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 and water for dust control in accordance with the unit price for this work submitted as part of the Bid.

6.44. CARE OF THE WORK

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

6.45. INDEMNITY

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

6. SPECIAL CONDITIONS

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

6.46. 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.

6.47. OTHER WORK

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

6.48. CHANGES AND MODIFICATIONS

The Owner reserves the right to delete or cancel any item or items or parts thereof as listed in the Bid, without recourse by the Contractor. The Owner also reserves the right to add to any item or part thereof as listed in the Bid. The compensation to be paid the Contractor for such additional extension, appurtenance or item shall be made under the applicable items as listed in the bid. Where no applicable items are provided in the bid for such additional extension, appurtenance or item, the compensation to be paid the Contractor shall be as set forth under GENERAL CONDITIONS, Section 5.10. No further mobilization charges shall be considered for changes or modifications in the work.

6.49. 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.

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- 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.

6.50. PROTECTION OF LIVES AND HEALTH

- A. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the U.S. Department of Labor, "Williams-Steiger Occupational Safety and Health Act of 1970", and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or Causing loss of time from work, arising out of and in the course of employment on work under the contract.
- B. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- C. The Contractor shall be solely responsible for the acts and omissions of his agents, employees and his Subcontractors and their agents and employees and shall hold the Engineer and the Owner harmless and defend the Engineer, and the Owner against damage or claims for damages arising out of injuries to others or property of others which result from said acts or omissions.

6.51. SUBSURFACE STRUCTURES AND UTILITIES

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

6.52. CONTRACTOR'S RESPONSIBILITY FOR DAMAGED STORM DRAINS

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

6.53. PROTECTION OF CONSTRUCTION FEATURES

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

6.54. TEST PITS

At locations where new utilities are to connect to existing utilities, the Contractor shall not proceed with the work until a test pit has been dug to determine existing conditions such as inverts of

sanitary or storm sewers; outside diameter of water pipes so that sleeves or couplings can be correctly purchased, etc.

6.55. 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.

6.56. PRE-CONSTRUCTION CONFERENCE

- A. Within ten (10) days after execution of a Task Order, 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.

6.57. NOTIFICATION PRIOR TO CONSTRUCTION

- A. Not less than ten (10) calendar days prior to the start of any work under this contract the Contractor shall send written notification of his intentions to the following:
 - 1. DEPARTMENT OF PUBLIC WORKS
75 Chapman Street
Providence, RI 02905
Patricia Coyne-Fague, Esq., Director
pcoynefague@providenceri.gov
(401) 680-7500
 - 2. DEPARTMENT OF PLANNING AND DEVELOPMENT
444 Westminster Street
Providence, RI 02903
Robert Azar, Deputy Director
razar@providenceri.gov
(401) 680-8524
 - 3. DEPARTMENT OF TELECOMMUNICATIONS
1 Communications Place, West Exchange Street
Providence, RI 02903
Joseph Micliaccio, Director of Telecommunications
jmicliaccio@providenceri.gov
401-243-6000
 - 4. RIPTA
705 Elmwood Avenue
Providence, RI 02907
Administration
(401) 781-9400
 - 5. Rhode Island Energy (Gas and Electric)
280 Melrose Street
Providence, RI 02907-2152
Roseann Brusco
r Brusco@rienergy.com

6. RIDOT
Two Capitol Hill
Providence, RI 02903
Constituent Services
help@ridot.net
(401) 222-2450
7. VERIZON
85 High Street
Pawtucket, RI 02865
Administration
(401) 525-3830
8. COX COMMUNICATIONS
9 J.P. Murphy Hwy.
West Warwick, RI 02893
Administration
(401) 383-2082
9. PROVIDENCE WATER SUPPLY BOARD
125 Dupont Drive
Providence, RI 02907
Administration
(401) 521-6300
10. NARRAGANSETT BAY COMMISSION
1 Service Road
Providence, RI 02905
Chirs Dracoules, Engineering Manager
(401) 461-8848 x569
cdracoules@narrabay.com

- B. This notification shall set forth the Contractor's proposed sequence of construction and shall give the approximate dates of when each street or phase of the work is expected to begin. The sequence of construction shall also state the expected completion dates of each street or phase of the work.
- C. Copies of each notification shall be sent to the Engineering Division, Department of Public Works, 75 Chapman St., Providence, Rhode Island 02905 (c/o Bryant Anderson, banderson@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 Chief Engineer, Department of Public Works, 700 Allens Ave., Providence, Rhode Island 02905.

6.58. NON-INTERFERENCE WITH ADJACENT PROPERTIES

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

6.59. FIRE PROTECTION AND PREVENTION

- A. Federal laws (Occupational Safety and Health Act) and all State and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall

be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

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

6.60. PLANIMETER

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

6.61. DAILY REPORTS

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

6.62. 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.

6.63. WATER

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

6.64. Electricity

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

6.65. 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.

6.66. PERMITS

- A. Contractor shall obtain the following permits to complete work.
- B. Traffic Engineering, Department of Public Works
 - 1. Traffic Permit: 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 DPW 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. NBC Regulations: Section 4.5 Sewer Alteration Permit (if required):
 - (a) Any person(s) planning to initiate road construction which will modify or expose structures such as, but not limited to, manholes, catch basins, and sewers owned by the NBC must obtain a sewer alteration permit before performing any alterations to the NBC's facilities. The sewer alteration permit application must be obtained from the NBC and the applicant shall submit the completed application and any required information prior to issuance of a sewer alteration permit.

6.67. SIDEWALK WORK

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

6.68. COORDINATION WITH OTHER CONTRACTS

- A. The Contractor is hereby notified that multiple construction projects may be ongoing throughout the construction period. The Contractor shall attend bi-weekly meetings or as required by the Owner, at a location to be determined, to assure cooperation between all involved parties.
- B. Contracts that may require coordination include, but are not limited to:
 - 1. Providence Water Main Replacement and Lining
 - 2. Providence Water Lead Service Replacement Program
 - 3. National Grid Main Replacement
 - 4. Providence Complete Streets Projects

6.69. 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.

6.70. LIST OF CONTRACT DRAWINGS

- A. Contract Drawings (if required) will be provided with each Task Order issued under this contract.
- B. All work under this Contract shall be done in conformance with the RIDOT Standard Specifications for Road and Bridge Construction, August 2025, 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. Refer to RIDOT Standard Details, February 24, 2025, with all revisions, for all other standard details.

6.71. UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION:

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

6.72. SHOP DRAWINGS

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

- A. Item Code 206.9901 – Compost Filter Sock Inlet Protection
- B. Item Code 906.9901 – Rubber Wheel Stops
- C. Item Code 942.0200 – Detectable Warning Panel Standard 48.1.0
- D. Item Code L01.9901 – Crushed Stone

6. SPECIAL CONDITIONS

- E. Item Code L02.9901 – Potting Soil
- F. Item Code L15.9901 – Buffer Zone Planter
- G. Item Code T15.9901 – Wayfinding Signage
- H. Item Code T18.9901 – Flexible Delineator Post
- I. Item Code T20.9901 – Green Friction High Visibility Surface
- J. Traffic signal equipment

6.73. 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. Any construction debris, sediment, or silt at project completion shall be removed at the Contractor's expense. The Contractor shall perform an MS4 inspection as part of the catch basin cleaning (refer to Job Specific Specifications).
- B. The Contractor shall note the allowable work durations for specific roadways. See Special Conditions, Section 6.99 for more information.
- C. Action Required by Contractor:
 - 1. Approval of the work sequence and time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project.
 - 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:
 - (a) The Contractor is advised that any 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.
 - (b) 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.
 - (c) The construction operations of this project must be coordinated with the local community public safety officials. It is the Contractor's responsibility to coordinate the construction operations of this project with the local public safety officials. In case of an emergency, the Contractor will be required to move equipment to allow the passage of emergency vehicles. The safety of the residents of the area must be considered at all times.

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- (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) The Contractor shall be responsible for maintaining appropriate construction related signing at all times. Any signs not appropriate for the lane closures, speed limits or any construction activity taking place at any given time shall be removed or covered to the satisfaction of the City of Providence Division of Traffic Engineering.
- D. The following definitions will apply:
- 1. Travel Lane - A travel lane must be at least 11 feet wide and must be paved with a hard smooth surface. This surface may be existing pavement, existing base course, or new pavement. Gravel or dirt surfaces will not be acceptable.
 - 2. Pedestrian Way - A pedestrian way must have an unobstructed clear width of five feet (per ADA requirements) and must have a hard, smooth surface, and must conform to all handicapped accessibility requirements. The surface may be existing pavement, new pavement, or plywood. All wooden walkways shall meet the Engineer's approval for surface smoothness and deflection. If there is a drop-off in excess of six inches from the edge of the pedestrian way, a handrail conforming to all applicable standards shall also be provided. There shall be no additional compensation for the provision of Pedestrian Ways; all costs shall be considered incidental to the Contract.
- E. Pedestrian ways to all building entrances including service entrances must be maintained at all times. The Contractor shall provide temporary access routes/ramps through construction areas to insure this access. The Contractor must provide for pedestrians to safely guide them away from broken and uneven pavement, open excavations, drop-offs, construction operations and other hazards at all times.
- F. The Contractor shall backfill or place steel plates capable of supporting HS-20 vehicle loading over all trenches and excavations at the end of work each day except when otherwise directed by the City of Providence Division of Traffic Engineering. There shall be no additional compensation for backfilling, re-excavating and/or plating these trenches.
- G. The Contractor shall install and maintain a Rhode Island Standard 26.2.0 barricade at each location where adjustments to grade and/or reconstruction of drainage and utility structures have been made until resurfacing work has been performed. Other types of protective devices may be used if approved by the City of Providence Division of Traffic Engineering.

6.74. LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC UTILITIES AND FACILITIES

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

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

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

6.76. BUILDING UTILITY SERVICES

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

6.77. DAMAGE TO EXISTING UTILITIES

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

6.78. 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. Police Details will be paid for by the City directly when required.

6.79. PARKING SPACE(S) LOSS

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

6.80. STORAGE OF CONSTRUCTION MATERIALS AND/OR EQUIPMENT

In addition to the requirements of Section 106.5 "Storage of Materials" of the Rhode Island Standard Specification for Road and Bridge Construction, 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 without prior approval of the owner.

6.81. 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

6. SPECIAL CONDITIONS

for this work, but all costs in connection therewith shall be included in the unit bid prices for this Contract.

6.82. LOCATION OF SIGNS

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

6.83. CONSTRUCTION REQUIREMENTS FOR TRAFFIC SIGNAL INSTALLATION

- A. The Contractor will be allowed to activate the new controllers once the City of Providence Division of Traffic Engineering has determined the minimum system elements have been installed.
- B. A factory representative must be available within 24 to 48 hours to field test the equipment and make any corrections necessary to ensure proper operation as shown on the plans, if necessary and requested by the City of Providence.
- C. When an intersection is completed and activated by the Contractor, the Engineer will perform a preliminary inspection. The Engineer will provide the Contractor with a report containing the results of the Preliminary Inspection along with a list of work items needed to satisfy this portion of the construction inspection. If the Contractor informs the Engineer that items on the list have been corrected and a second inspection indicates items have not been corrected, the Contractor will be back-charged for the second inspection and all subsequent inspections necessary prior to the next phase of the inspection. This does not apply to items that malfunction due to technical failure.
- D. After the items identified during the Preliminary Inspection are mitigated to the satisfaction of the Engineer, the second part of the inspection, or Central to Field Integration Inspection, will be conducted. The Engineer will provide the Contractor with a report containing the results of the Central to Field Integration inspection along with a list of work items needed to satisfy this portion of the construction inspection. If the Contractor informs the Engineer that items on the list have been corrected and a second inspection indicates items have not been corrected, the Contractor will be back-charged for the second inspection and all subsequent inspections necessary for final acceptance except the final inspection. This does not apply to items that malfunction due to technical failure.
- E. It will be the Contractor's responsibility to extract signal timing values from the plans and install those timings on the controller. The signal timings must be checked and approved by the Engineer before the system is made fully operational.
- F. All loop detectors (if applicable) shall be cut into the final pavement surface course in locations shown on the plans. Locations of the video detection zones shown on the plans are approximate. Final size and locations of the video detection zones shall be positioned in the field and tested in cooperation with the City of Providence Division of Traffic Engineering or its representative to ensure that detection zones are established to cover the approach width and that the detection system is functioning to the satisfaction of the City of Providence.
- G. The proposed video detection cameras shall be located at the exact dimension called for on the plans, unless otherwise approved by the Engineer. Any existing traffic signal mounting hardware, brackets, arms, or safety chains that are damaged during construction or are deemed to be unsuitable for relocation (where called for on the plans) shall be replaced in kind and color by the Contractor at no additional cost.

6.84. SIDEWALK REMOVAL/INSTALLATION

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

6.85. PAVING NOTES

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

6.86. CURB RAMPS

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

6.87. DIFFERING SITE CONDITIONS, CHANGES, AND EXTRA WORK

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

6.88. SURVEY OF CURB RADII

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

6.89. COORDINATION WITH RIPTA

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

6. SPECIAL CONDITIONS

6.90. RHODE ISLAND ENERGY (RIE) REQUIREMENTS

A. Guidelines for backfill and compaction around gas pipes permanent backfill and compaction

1. Description

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

2. Guidelines for Working Around Corrosion Control System Components Description

- (a) This guideline shall control work around existing Corrosion Control components. Replacement of test stations, anodes and test wire leads shall comply with Standards and Specifications stipulated by 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.

3. General National Grid Considerations

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

6.91. CITY OF PROVIDENCE TECHNICAL SPECIFICATIONS

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

6.92. PAVEMENT INFORMATION

Not provided.

6.93. UTILITY PROBE INFORMATION

Not provided.

6.94. TESTING AND CERTIFICATION OF MATERIALS

- A. The Contractor shall adhere to the RIDOT Materials Testing and Certification Schedule. Testing of materials will be per the RIDOT specifications unless determined otherwise by the Owner.
- B. Documentation of conformance to the required testing or certification of compliance as outlined in the schedule for each bid item must be submitted and approved by the Engineer prior to request for payment. Partial or complete payment for a given bid item may be delayed or refused without testing/certification documentation approved by the Engineer.
- C. Materials not meeting the requirements of the specifications will be rejected. Testing of materials will be completed by the Owner's testing agency. The Contractor is responsible to provide 48-hour advanced notice to the Owner prior to fabrication of precast structures to be

inspected at the plant or delivery of any materials to be tested under the Materials Testing and Certification Schedule. Materials sample sizes shall be per the RIDOT Master Schedule for the Preparation of a Project Schedule for Sampling, Testing, and Certification of Materials, latest edition.

- D. Authorized representatives performing the testing shall have access to the Work at all times and at all locations where the work is in progress. The Contractor shall provide facilities for such access to enable the personnel to perform their functions properly. Concrete and bituminous mixes will be subject to inspection and testing at the mixing plants and at the locations of installation for compliance with quality requirements.
- E. Concrete, asphalt and soils testing will be tested randomly as determined by the Engineer. The concrete testing will be performed by the Owners selected Testing agency and/or the Engineer. Costs for testing will be borne by the Owner. Concrete and asphalt not meeting the requirements of the specification and/or the approved shop drawings (mix design) will be rejected.
- F. The Contractor shall cooperate with the Local Public Agency's selected testing agency and all others responsible for testing and inspecting the Work.
- G. All specimens and samples for testing, unless otherwise provided in the Contract Documents shall be taken by the testing personnel.
- H. With the exception of some testing to be performed by the Engineer all sampling equipment and personnel will be provided by the testing laboratory.
- I. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

6.95. FIRST SOURCE ORDINANCE

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

6.96. APPRENTICE REQUIREMENTS

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

the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

6.97. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

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

6.98. STORM WATER POLLUTION PREVENTION PLAN

Not used.

6.99. CONSTRUCTION DURATION/RESTRICTIONS

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

6.100. DRIVEWAYS

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

6.101. SECURITY

- A. The Contractor shall provide security personnel for all work which will otherwise be unattended during cure time or while the site is unattended during non-working hours. All work damaged during this cure time or unattended time shall be removed and reconstructed at the Contractor's expense.

6.102. DIG SAFE

- A. The Contractor shall comply with the Rhode Island General Law, Chapter 39-1.2, "Excavation Near Underground Utility Facilities" which became effective on July 1, 1984.
- B. Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work.
- C. Relocation of the affected utilities shall be done as directed by the Local Public Agency and in accordance with the requirements of the corresponding utility company.

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- D. The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract. This includes, but is not limited to Providence sewer and streetlight assets.

6.103. CONTRACTORS WORKING HOURS

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

6.104. CITY FORESTER

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

6.105. PROGRESS MEETINGS

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

6.106. PARKING METERS

- A. When parking meters interfere with the work the following shall occur:
1. Meters and Posts to be removed by Contractor.
 2. Meters and Posts to be delivered to DPW (700 Allens Ave building) by Contractor.
 3. DPW to store meters and dispose of old posts. New posts will be provided to Contractor by DPW.

4. Meters and new Posts to be pick up by Contractor at DPW (700 Allens Ave building).
 5. Posts to be cut to length and installed by Contractor.
 6. Meters to be reinstalled on posts by Contractor.
- B. All meter work should be coordinated with DPW-Parking and Curbside Management (contacts below):
1. Melanie Jewett, Curbside Administrator, 401-368-4365
 2. Dewayne Hackney, Parking Meter Maintenance, 401-440-6313
- C. Meters shall be located/relocated adjacent to the perpendicular parking stripe that is in front of the parked vehicle.
- D. Meters need to be set to ADA standards for height. Generally, the bottom of the meter is set around 37 inches and the display at the top of the meter is set at 54 inches (4.5 ft).

APPENDIX

APPENDIX A: BID FORMS

APPENDIX B: CONTRACT FORMS

APPENDIX C: TECHNICAL SPECIFICATIONS

APPENDIX D: CONSTRUCTION DETAILS

APPENDIX E: MATERIALS TESTING AND CERTIFICATION SCHEDULE

APPENDIX F: FEDERAL LABOR STANDARD PROVISIONS

APPENDIX G: SECTION 3 UTILIZATION REPORT

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APPENDIX A:

BID FORMS

- A. Bid Form 1: Bidders Blank *(included in Request for Proposals)*
- B. Bid Form 2: Certification of Bidder *(included in Request for Proposals)*
- C. Bid Form 3: Certificate Regarding Public Records *(included in Request for Proposals)*
- D. Bid Form 4: Affidavit of City Vendor *(included in Request for Proposals)*
- E. MBE/WBE Status Form *(included in Request for Proposals)*
- F. Non-Collusion Affidavit of Prime Bidder
- G. Special Requirement for All Out-of-State Contractors and Firms
- H. Certification with Regard to Performance of Previous Contracts and Subcontracts
- I. Statement of Bidders Qualifications
- J. Section 3 Affirmative Action Plan *(applies to CDBG funded work)*
- K. Section 3 Certification *(applies to CDBG funded work)*
- L. Schedule of Unit Prices *(only required if submitting on Sidewalk, Road and Drainage Construction)*
- M. Schedule of Rates for all Labor and Equipment *(to be included on a Bidder supplied form/list)*

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**NON-COLLUSION AFFIDAVIT
OF PRIME BIDDER**

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 _____

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

PROVIDENCE, RHODE ISLAND

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

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

(Company or Firm)

Attest:

Signature _____

Name _____

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**

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.

STATEMENT OF BIDDER'S QUALIFICATIONS

PROVIDENCE, RHODE ISLAND

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

Submitting on *(select all that apply)*:

Sidewalk, Road and Drainage Construction

Bridge Construction

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:

<u>Projects</u>	<u>Cost</u>	<u>Completion Date</u>
-----------------	-------------	------------------------

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:

Blanket Contract, not applicable.

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 _____

SECTION 3 AFFIRMATIVE ACTION PLAN

(Prime Contractor)

[For Prime Contracts that exceed \$100,000]

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

- A.** To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

- B.** To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Participants in HLJD Youthbuild Programs, and
 - (iii) Other Section 3 Residents.

- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.

- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;

- (ii) Applicants selected to carry out HUD Youthbuild projects;
 - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
 - I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
 - J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
 - K.** To submit reports to DCD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
 - L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
 - M.** To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by DCD
 - N.** To complete a Section 3 Utilization Report and submit said report to DCD, HUD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by DCD.
 - O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

CONTRACTOR CERTIFICATION

As officers and representative of: _____
 (Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

 Name and Title of the Authorized Representative (print or type)

 Signature of Authorized Representative Date

Item No.	Description	Units	Unit Cost	
			Written	Figures
201.0403	Remove and Dispose Sidewalks	SY	_____ Dollars _____ Cents	\$
201.0414	Remove and Dispose Pipe - All Sizes	LF	_____ Dollars _____ Cents	\$
201.0417	Removal and Disposal of Pavement	SY	_____ Dollars _____ Cents	\$
201.0428	Remove and Dispose Frame and Grate or Frame and Cover	EA	_____ Dollars _____ Cents	\$
201.0436	Removal and Disposal of Curbing	LF	_____ Dollars _____ Cents	\$
201.0610	Remove and Dispose Directional, Warning, Regulatory, Service, and Street Signs	EA	_____ Dollars _____ Cents	\$
201.9901	Remove and Dispose Trees >3" Caliper	DIA-IN	_____ Dollars _____ Cents	\$
201.9902	Grind Tree Stump 18" Below Grade	DIA-IN	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
201.9903	Clearing and Grubbing	SY	_____ Dollars _____ Cents	\$
201.9904	Remove and Salvage Granite Curb, All Types	LF	_____ Dollars _____ Cents	\$
201.9905	Remove and Dispose Bricks, Pavers and Cobbles, All Types	SF	_____ Dollars _____ Cents	\$
201.9906	Remove and Salvage Manhole Frame and Cover or Catch Basin Frame and Grate	EA	_____ Dollars _____ Cents	\$
201.9907	Remove and Dispose Sign Post Stubs and Fence Posts	EA	_____ Dollars _____ Cents	\$
201.9908	Remove and Dispose Rigid Base (< 8 in thick)	SY	_____ Dollars _____ Cents	
201.9909	Remove and Dispose Rigid Base (> 8 in to < 15)	SY	_____ Dollars _____ Cents	
202.0100	Earth Excavation	CY	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
206.0301	Compost Filter Sock	LF	_____ Dollars _____ Cents	\$
209.0220	Sack Insert Inlet Protection	EA	_____ Dollars _____ Cents	\$
302.0100	Gravel Borrow Subbase Course	CY	_____ Dollars _____ Cents	\$
401.9901	Class 9.5 HMA For Miscellaneous Work	TON	_____ Dollars _____ Cents	\$
401.9902	Class 9.5 HMA For Speed Lumps, Speed Humps, and Raised Crosswalks	TON	_____ Dollars _____ Cents	\$
401.9903	Paver Placed Class 9.5 Hma <=100 sy Paving	TON	_____ Dollars _____ Cents	\$
401.9904	Paver Placed Class 9.5 Hma >100 sy Paving	TON	_____ Dollars _____ Cents	\$
401.9905	Infrared Patch Repair	SY	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
501.9901	Portland Cement Concrete Road Base	SY	_____ Dollars _____ Cents	\$
701.0300	Reinforced Concrete Pipe M170 Class IV (12 Inch)	LF	_____ Dollars _____ Cents	\$
701.5113	Smooth Interior Corrugated Polypropylene Pipe (12 Inch)	LF	_____ Dollars _____ Cents	\$
702.1000	Manhole, Catch Basin, or Drop Inlet Assembly (0'-12' Depth)	EA	_____ Dollars _____ Cents	\$
702.9901	Heavy Duty Round Frame and Cover - 32", Providence Standard	EA	_____ Dollars _____ Cents	\$
702.9902	Furnish and Install Chute Frame and Cover, Providence Standard	EA	_____ Dollars _____ Cents	\$
702.9903	Furnish and Install Frame & Grate Prov. Std	EA	_____ Dollars _____ Cents	\$
702.9904	Heavy Duty Manhole Frame and Cover 24" Prov. Std.	EA	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
702.9905	Sidewalk Manhole Frame and Cover, Prov. Std	EA	_____ Dollars _____ Cents	\$
704.9901	Reconstruct Drainage Structure/Corbel Cones	EA	_____ Dollars _____ Cents	\$
704.9902	Reconstruct Drainage Structure/Vertical Walls	VLF	_____ Dollars _____ Cents	\$
707.0100	Adjust Drainage or Utility Structure to Grade	EA	_____ Dollars _____ Cents	\$
712.0300	Gate Box - All Types	EA	_____ Dollars _____ Cents	\$
713.0100	Adjust Curb Stop or Utility Box to Grade	EA	_____ Dollars _____ Cents	\$
905.9901	4 Inch Cement Concrete Sidewalk/Wheelchair Ramps	SY	_____ Dollars _____ Cents	\$
905.9902	8 Inch Cement Concrete Driveway/Wheelchair Ramp	SY	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
905.9903	Furnish and Install Brick or Concrete Pavers	SF	_____ Dollars _____ Cents	\$
905.9904	Remove, Stockpile and Reset Brick, Paver, Cobble All Types	SF	_____ Dollars _____ Cents	\$
905.9905	Furnish and Install Granite Belgian Block Cobbles	SF	_____ Dollars _____ Cents	\$
905.9906	Install Salvaged Granite Belgian Block Cobbles	SF	_____ Dollars _____ Cents	\$
905.9907	Flexible Porous Pavement for Tree Wells (<= 100 SY)	SY	_____ Dollars _____ Cents	\$
905.9908	Flexible Porous Pavement for Tree Wells (> 100 SY)	SY	_____ Dollars _____ Cents	\$
905.9909	Detectable Warning Panel Standard 48.1.0	SF	_____ Dollars _____ Cents	\$
905.9920	Sidewalk Stamp/Imprint	EA	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
905.9921	Remove and Reset Parking Meter	EA	_____ Dollars _____ Cents	\$
906.9901	Furnish and Install Granite Curb Straight, Circular 7" Width	LF	_____ Dollars _____ Cents	\$
906.9902	Furnish and Install Granite Curb Returns 7" Width	EA	_____ Dollars _____ Cents	\$
906.9903	Furnish and Install Granite Inlet or Apron Stone 7" Width	EA	_____ Dollars _____ Cents	\$
906.9904	Furnish and Install Granite Wheelchair Ramp Transition Curb 7" Width	LF	_____ Dollars _____ Cents	\$
906.9905	Furnish and Install Granite Wheelchair Ramp Stone 7" Width	LF	_____ Dollars _____ Cents	\$
906.9906	Install Salvaged Granite Curb Straight, Circular 7" Width	LF	_____ Dollars _____ Cents	\$
906.9907	Install Salvaged Granite Curb Returns 7" Width	EA	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
906.9908	Install Salvaged Granite Inlet or Apron Stone 7" Width	EA	_____ Dollars _____ Cents	\$
906.9909	Remove, Handle, Haul Trim Reset Curb Edging, Straight, Circular All Types	LF	_____ Dollars _____ Cents	\$
914.9910	Flagpersons	HR	_____ Dollars _____ Cents	\$
914.9920	Flagpersons - Overtime	HR	_____ Dollars _____ Cents	\$
919.0101	Test Pits	EA	_____ Dollars _____ Cents	\$
932.9901	Full-Depth Sawcut of PCC or Asphalt Pavement/Sidewalk/Driveway	LF	_____ Dollars _____ Cents	\$
932.9902	Horizontal Sawcutting/Grinding Of Sidewalk	IN-FT	_____ Dollars _____ Cents	\$
935.9901	Removing Bituminous Pavement By Milling <= 100 sy	SY	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
935.9902	Removing Bituminous Pavement By Milling > 100 sy	SY	_____ Dollars _____ Cents	\$
935.9903	Removing Bituminous Pavement By Milling (for Speed Lumps, Speed Humps, and Raised Crosswalks)	SY	_____ Dollars _____ Cents	\$
L01.9901	Loam Borrow 4 Inches Deep & Type 2 Seeding	SY	_____ Dollars _____ Cents	\$
L06.9901	Pine Bark Mulch Furnish and Spread (4" Depth)	SY	_____ Dollars _____ Cents	\$
L10.0101	Mechanical Tree Root Pruning	LF	_____ Dollars _____ Cents	\$
T05.1030	Adjust Handhole To Grade	EA	_____ Dollars _____ Cents	\$
T06.0102	Conduit - Underground (3 inch)	LF	_____ Dollars _____ Cents	\$
T11.9901	Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0	EA	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
T13.1000	Traffic Detectors-Loop, Standard 19.6.0	LF	_____ Dollars _____ Cents	\$
T15.0100	Directional, Regulatory and Warning Signs	SF	_____ Dollars _____ Cents	\$
T18.9901	Traffic Separator Curb with Flexpost	EA	_____ Dollars _____ Cents	\$
T18.9902	Flexible Delineator Post	EA	_____ Dollars _____ Cents	\$
T20.010104	Pavement Markings, Epoxy (White/Yellow) 4 inch	LF	_____ Dollars _____ Cents	\$
T20.010106	Pavement Markings, Epoxy (White/Yellow) 6 Inch	LF	_____ Dollars _____ Cents	\$
T20.010108	Pavement Markings, Epoxy (White/Yellow) 8 Inch	LF	_____ Dollars _____ Cents	\$
T20.010112	Pavement Markings, Epoxy (White/Yellow) 12 Inch	LF	_____ Dollars _____ Cents	\$

Item No.	Description	Units	Unit Cost	
			Written	Figures
T20.010124	Pavement Markings, Epoxy (White) - 24 Inch	LF	_____ Dollars _____ Cents	\$
T20.010200	Remove Existing Pavement Markings	LF	_____ Dollars _____ Cents	\$
T20.010204	Temporary Pavement Markings (White/Yellow) - 4 inch	LF	_____ Dollars _____ Cents	\$
T20.010212	Temporary Pavement Markings (White/Yellow) -12 inch	LF	_____ Dollars _____ Cents	\$
T20.0103	Arrows, Words, or Symbols Pavement Markings, Epoxy	EA	_____ Dollars _____ Cents	\$

APPENDIX B:

CONTRACT FORMS

- A. Construction Agreement
- B. Partial Release – Contractor
- C. Final Release – Contractor

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CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF PROVIDENCE, RI

AND

[CONTRACTOR NAME]

SIDEWALK, ROAD, BRIDGE, AND DRAINAGE CONSTRUCTION (BLANKET CONTRACT 2026)

This Construction Agreement (“Agreement”) is made on the latest day undersigned by and between the City of Providence and the City of Providence Department of Public Works (DPW) (collectively “Owner”) and **[CONTRACTOR NAME, ADDRESS, CITY, STATE, ZIP]** (“Contractor”) (jointly, “Parties”).

Project Description: This is a blanket bid contract. Scopes of work will be developed and presented to the Contractor for consideration (“Contract Work”). Work shall be agreed to with, any conditions and specifications by Supplemental Task Order.

Project Location: Citywide, or as indicted in Task Order.

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 Department of Public Works (DPW) and issued by Owner as part of the Request for Proposals – Sidewalk, Road, Bridge and Drainage Construction (Blanket Contract 2026) awarded on **[DATE]**;
 - A. Bid submitted by Contractor dated **[DATE]**;
 - B. Task Order (to be determined);
 - C. Design Drawings and Specifications.
 - 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. Contract Period: This blanket contract shall run through December 31, 2027, with three (3) one-year options for renewal (effective from 1/1/2028 through 12/31/2028, from 1/1/2029 through 12/31/2029, and from 1/1/2030 through 12/31/2030). Option years shall be exercisable upon mutual agreement of the parties.
- 2.2. Supplemental task orders shall be issued on or before the end of the Contract Period and may have completion dates that extend beyond the Contract Period.

- 2.3. Contractor, having examined the Contract Documents and Project Site, agrees to be bound by the Contract Documents.
- 2.4. 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.
- 2.5. 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.
- 2.6. Contractor agrees to perform the necessary construction, project installation and oversight work set forth in the Scope of Work.
- 2.7. Contractor agrees to perform the Contract Work strictly in accordance with the Contract Documents, Task Order and subject to the final approval of Owner for the Agreement Price. Owner and Contractor may amend the Agreement Price only by a written Change Order executed by both Parties. Contractor shall not charge overtime or travel time to Owner unless Owner first approves such charges in writing.
- 2.8. Contractor acknowledges that all rates utilized for a specific Task Order (Labor, Equipment, Lump Sums, or Unit Prices) shall be fixed at the applicable rates for the calendar year the Task Order was issued. These rates shall remain fixed for the entire duration of the Task Order, regardless of the Contract Work extending into subsequent calendar years.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. Contractor has examined the Project Site and has acquainted themselves with local conditions, including readable availability of a project management Team, labor, sub-contractors, equipment and materials.
- 2.14. 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. Within Ten (10) Calendar Days, the Contractor shall promptly provide Owner with a schedule of work to be performed which shall be considered a living schedule and update a minimum of every two (2) weeks. Failure to submit and update may result in rescinding work and/or withholding of payment.
- 3.5. Contractor shall use only new material for the Contract Work unless otherwise specified in the Contract Documents or approved by the Owner. 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.
- 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 and complete the work as 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.
 - A. 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.

- B. 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
 - A. Be free of defects in material and workmanship for a period of Two (2) years except where prescribed to be for a longer period;
 - B. Comply with the Drawings and the Specifications or as otherwise agreed to by the Parties;
 - C. Be performed in safe and workmanlike manner by trained, qualified, and efficient workers, in strict conformity with construction best practices; and
 - D. 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 acceptance of work, 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 or Owner shall be voidable at the election of Owner. Owner retains the right to refuse any and all assignments or subletting in Owner's sole and absolute discretion. Any attempt to assign this Agreement in whole or in part without Owner's prior written consent constitutes a material breach of this Agreement.

5. CHANGES AND DELAYS

- 5.1. Contractor shall not deviate from the Contract Documents except on written order of Owner, received by Contractor before beginning any deviation.
- 5.2. Owner may make written changes in the Contract Documents which may add to or deduct from the Contract Work without invalidating this Agreement. All work outside the scope of the Contract Work to which Contractor is directed to perform by Owner or Owner's authorized representative without an agreement as to the price or time 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.
- 5.5. 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.
- 5.6. 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:
- A. Fails to perform the Contract Work in strict accordance with the Contract Documents or Task Order;
 - B. Fails to provide competent supervision or a sufficient number of properly skilled workers;
 - C. Fails to supply sufficient material or equipment of proper quality;
 - D. Fails to correct nonconforming or defective work promptly;
 - E. Fails to perform any terms of this Agreement;
 - F. Is unable to meet its debts or fails to pay promptly for labor, material or other obligations;
 - G. Becomes financially insecure;
 - H. Disregards any law, including, without limitation, the Environmental Laws, rules, regulations or ordinances applicable to the Contract Work;
 - I. By negligent act or omission causes delay or interference with Owner or separate contractors;
 - J. Assigns this Agreement for any reason without the prior written consent of Owner; or
 - K. 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:
- A. 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
 - 1. Terminate the Agreement;
 - 2. After termination, employ one or more other contractors to complete the Contract Work;
 - 3. Complete the Contract Work with its own forces; or
 - 4. 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.

- B. 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. Owner shall have five (5) days to rectify the situation after event occurs and is identified.
 - A. Owner fails or refuses to pay on time (generally within 60 days of acceptance of Payment Application) any monies due under the Contract Documents;
 - B. Owner fails or refuses to perform any obligation required under the Contract Documents.

8. INDEMNITY

- 8.1. To the fullest extent permitted by law, Contractor shall indemnify, defend, at the Owner's option, and hold harmless Owner, its respective employees, agents, officers, directors and representatives (collectively, the "Indemnified Parties") from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses arising out of or resulting from, in whole or in part, the performance of the Contract Work, or which are caused, in whole or in part, by any negligent act or omission of the Contractor, or by any of Contractor's subcontractors or suppliers, or anyone directly or indirectly employed by them. Excluded from this indemnity section is any claim directly attributable to the conduct and actions of the Owner or arising out of any non-delegable duty owed by the Owner.
- 8.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and its agents, officers, directors and employees from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which are caused, in whole, by any negligent act or omission of Owner, or any of Owner's separate contractors, or anyone directly or indirectly employed by them.
- 8.3. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

9. INSURANCE

- 9.1. Contractor shall purchase and maintain the following insurance for limits in amounts no less than set forth below:
 - A. GENERAL LIABILITY INSURANCE – PROPERTY DAMAGE AND BODILY INJURY: One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate Limit.

- B. 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.
 - C. 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.
 - D. UMBRELLA LIABILITY INSURANCE: Five Million Dollars (\$5,000,000) per Occurrence; Five Million Dollars (\$5,000,000) Aggregate.
 - E. 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 have the responsibility to and 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.

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:
- A. Project Site name and address;
 - B. Date of the Contract Work;
 - C. CIP Number and Name
 - D. Milestone of Project Completion or line item percent complete in Schedule of Values.
 - E. MBE/WBE Utilization form
 - F. Apprenticeship utilization reports
 - G. Certified Payrolls
 - H. Lien Release
 - I. Cost Loaded Progress Schedule
 - J. Digital Progress Photos (Labeled)
 - K. 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% to account for the extra 3% withheld for sales tax under 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:
- A. Unsatisfactory job progress;
 - B. Defective work or materials not remedied;
 - C. Disputed work;
 - D. Failure of Contractor to comply with the provisions of this Agreement;
 - E. Legitimate and non-frivolous third party claims filed or reasonable evidence that a legitimate and non- frivolous claim will be filed;
 - F. Failure of Contractor to make timely payments for labor, equipment and materials;
 - G. Damage to Owner or a separate contractor;
 - H. Reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement Price,
 - I. Failure to submit apprenticeship utilization reports, MBE/WBE utilization reports or updated construction schedule, or
 - J. 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 final release and 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.

- A. 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 Tittle 37, Chapter 37-16 et seq.
- 14.2. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition.

15. GOVERNING LAW

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

16. ALL CHANGES TO AGREEMENT SHALL BE IN WRITING

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

17. LEGAL EFFECT

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

18. INTERPRETATION

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

19. NO PARTNERSHIP

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

20. FURTHER DOCUMENTS

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

21. RECORD KEEPING, AUDIT AND INSPECTION

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

22. NOTICE

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

23. AUTHORITY

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

24. COUNTERPARTS

24.1. This Agreement may be signed in counterparts.

25. NOTICES

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

A. If to City:
Patricia Coyne-Fague, Director
Department of Public Works
75 Chapman Street
Providence, RI 02905
401-680-7511
pcoynefague@providenceri.gov

cc:
Bryant Anderson, Deputy Chief Engineer
401-680-7563
banderson@providenceri.gov

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

NOW, THEREFORE, the Parties execute this Agreement.

CITY OF PROVIDENCE DEPARTMENT OF PUBLIC WORKS

By: _____

Name (Printed): _____

Title: _____

Date: _____

[CONTRACTOR NAME]

By: _____

Name (Printed): _____

Title: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

By: _____

Name (Printed): _____

Title: _____

Date: _____

PARTIAL RELEASE

WHEREAS, the undersigned _____ supplied labor, materials, equipment and/or services to the **Providence Public Buildings Authority** and the **City of Providence**, relative to improvements made to the property owned by **Providence Public Buildings Authority** and/or the **City of Providence**, which project was located at the street address of

_____ and referred to as _____.

NOW, THEREFORE, the undersigned for and in consideration of payment in the amount of \$ _____, (for monies due to _____ through and including _____) 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 Buildings 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 _____ has or may have against the **Providence Public Buildings 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 _____ 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 _____ 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 _____ warrants that no obligations, legal, equitable, or otherwise will be owed to

any person arising out of or from _____'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 _____ on the project up to and inclusive of the date this document is executed.

_____ agrees to indemnify, defend and hold harmless the **Providence Public Buildings Authority** and the **City of Providence** from any claim, lien, damage, cost or expense brought by any employee, agent or consultant of the _____, 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 _____ or the project to which payment was made to _____ for the work performed.

By:

(By duly authorized officer)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires: _____

FINAL RELEASE

WHEREAS, the undersigned _____ supplied labor, materials, equipment and/or services to the **Providence Public Buildings Authority** and the **City of Providence**, relative to improvements made to the property owned by **Providence Public Buildings Authority** and/or the **City of Providence**, which project was located at the street address of

_____ and referred to as _____.

NOW, THEREFORE, the undersigned for and in consideration of the final payment in the amount of \$_____, (for monies due to _____ through and including _____) 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 Buildings 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 _____ has or may have against the **Providence Public Buildings 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 the _____ 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 _____ warrants that no obligations, legal, equitable, or otherwise will be owed to any person arising out of or from _____'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 the _____ on the project up to and inclusive of the date this document is executed.

_____ agrees to indemnify, defend and hold harmless the **Providence Public Buildings Authority** and the **City of Providence** from any claim, lien, damage, cost or expense brought by any employee, agent or consultant of the _____, 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 _____ or the project to which payment was made to the _____ for the work performed.

By:

(By duly authorized officer)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX C:

TECHNICAL SPECIFICATIONS

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SECTION 100

GENERAL REQUIREMENTS

100.01. GENERAL

- A. All Work shall be in accordance with these Specifications and the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, including latest revisions, addenda and compilations.
- B. The Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, including latest revisions, addenda and compilations shall be referenced by these specifications as the “Standard Specification” or “Specifications”. If two details or specifications are similar, the City detail or specification shall take precedence unless directed otherwise by the City.
- C. In various places of the specifications and bid package, the words “State”, “Department”, “Owner”, and “Engineer” are intended to mean the “City of Providence” or its assigned representative.

100.02. INCIDENTAL ITEMS

The following items shall be considered incidental to all relevant work items in addition to items listed as incidental in the Basis of Payment Sections:

- A. Trimming and Fine Grading.
- B. Asphalt Emulsion Tack Coat
- C. Street Sweeping
- D. Traffic Control (temporary traffic control signs, barrels, cones, barricades, flagpersons, etc., site protection)
- E. Class A Concrete Curb Lock

END OF SECTION

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SECTION 201 SITE PREPARATION

201.01. DESCRIPTION

201.01.1. General

- A. This work consists of the performance of actions that are required to clear and prepare the site for subsequent construction operations. These actions all have a common characteristic; they involve the removal and legal disposal of both designated vegetative materials and man-made objects and facilities.
- B. The Contractor shall be compensated for clearing and preparing the site for construction operations through individual Proposal (Bid) items; one such item for each removal and disposal action.

The following Subsections contain descriptions of some of the most common removal and disposal actions:

201.01.2. Remove and Dispose Trees > 3” Caliper

- A. This work consists of cutting and removing designated isolated trees (not included under Clearing and Grubbing) in excess of 3-inches in diameter (measured at 4-inches above existing ground) as directed by the Engineer.

201.01.3. Grind Tree Stumps 18” Below Grade

- A. This work consists of the partial removal of designated isolated tree stumps by grinding, as directed by the Engineer.

201.01.4. Clearing and Grubbing

- A. This work consists of cutting, removing from the ground, and disposing trees, stumps, brush, shrubs, hedges, roots and other vegetation which occur within the right-of-way and interfere with excavation, embankment, fencing, clear vision, or are otherwise considered objectionable. This work also includes the preservation from injury or defacement of all vegetation and objects outside clearing limits.

201.01.5. Remove and Salvage Granite Curb, All Types

- A. The work under this item consists of removing and stockpiling granite curb of all types including straight and circular curb, curb returns, transition curb, aprons and inlets as directed by the Engineer.

201.01.6. Remove and Dispose Bricks, Pavers and Cobbles, All Types

- A. This work shall consist of removing and disposing all types of bricks, pavers and cobbles and the base material as shown on the Plans or as directed by the Engineer.

201.01.7. Remove and Salvage Manhole Frame and Cover, or Catch Basin Frame and Grate

- A. The work under this item consists of removing and salvaging cast iron manhole frames and covers or catch basin frames and grates as indicated by the plans or directed by the Engineer.

201.01.8. Remove and Dispose Sign Posts, Stubs, and Fence Posts

- A. The work under this item consists of removing and disposing sign stubs and fence posts as indicated on the plans or directed by the Engineer.

201.01.9. Remove and Dispose Rigid Base

- A. The work under this item consists of removing and disposing rigid concrete base under roads and sidewalks.

201.02. MATERIALS

- A. For the requirements relating to Common Borrow and Gravel Borrow, see Subsections 202.02.1 and 202.02.2, respectively, of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction with latest revisions, addenda and compilation of specifications (Standard Specifications).

201.03. CONSTRUCTION METHODS

201.03.1. General

- A. The Engineer will designate all trees, shrubs, plants and other objects and facilities to be removed within the project limits. The Contractor shall preserve everything not designated to be removed.

201.03.2. Remove and Dispose Trees > 3” Caliper

- A. The isolated trees to be removed will be designated by the Engineer. Those so-designated shall be removed and disposed of by the Contractor in accordance with the provisions of Subsection 201.03.1 of this Section and as follows.
- B. Trees to be removed shall be marked in the field with an orange fluorescent circle located at breast height on the trunk by the Owner. Only those trees marked with the orange circle shall be removed. Trees marked for removal shall correspond to those trees designated for removal as directed by the Engineer.
- C. Trees shall be felled in a manner to prevent injury to adjacent facilities, buildings, sidewalks, streets, lawns, and adjacent trees scheduled to remain. All trees shall be topped and limbed prior to felling. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical means.
- D. Adjacent trees scheduled to remain that are damaged beyond repair by removal operations, as determined by the City Forester, shall be replaced with trees of equal value prior to the damage at no additional cost to the City of Providence. The value of

damaged trees shall be established using the Trunk Formula Method set forth in the latest edition of Guide for Plant Appraisal authored by the Council of Tree and Landscape Appraisers.

- E. All fallen branches and debris shall be removed and the site swept clear of all waste material. Debris and logs shall not be left at the work site overnight without express written or verbal permission of the Engineer.
- F. All tree removal shall be performed by an arborist, who shall be in possession of a valid Standard Rhode Island Arborist License issued by RIDEM.

201.03.3. Grind Tree Stumps 18” Below Finished Grade

- A. The isolated tree stump to be partially removed will be designated by the Engineer. The Contractor shall remove those so designated to 18-inches below final grade. The resulting wood chips shall be removed and hole shall then be filled in with materials as approved by the Engineer.

201.03.4. Remove and Salvage Granite Curb, All Types

- A. Granite curb as located on the plans and determined by the engineer shall be removed and stockpiled on site for reuse. Excess granite curb as determined by the Engineer of all types not to be reused on the site shall be removed and transported to the Providence DPW Highway Garage. Any broken curbing will not be salvaged but disposed of and paid for under bid item 201.0401 “Remove and Dispose Curb”. All curbing to be salvaged shall be cleaned of debris and concrete prior to delivery. Curbing delivered to the Providence DPW Highway Garage shall be offloaded and stacked in an orderly manner. Curbing broken due to carelessness of Contractor shall be replaced with new curb before stockpiling.

201.03.5. Remove and Dispose Bricks, Pavers and Cobbles, All Types

- A. The Contractor shall remove and dispose the bricks, pavers, cobbles and base material. The site shall be temporarily or permanently restored utilizing gravel, hot mix asphalt, Portland cement concrete or new bricks/pavers/cobbles. All restoration will be paid under the relevant bid item

201.03.6. Remove and Salvage Manhole Frame and Cover, or Catch Basin Frame and Grate

- A. The Contractor shall remove and salvage cast iron manhole frames and covers or catch basin frames and grates as located on the plans and determined by the Engineer and be transported to the DPW Sewer Department. All castings delivered shall be cleaned of debris prior to delivery.
- B. The contractor shall stack the frame and covers and frames and grates at DPW Highway or Sewer Department at an acceptable site to be determined and provide the necessary equipment and vehicles to do so.

201.03.7. Remove and Dispose Sign Posts, Stubs, and Fence Posts

- A. The Contractor shall remove sign stubs and fence posts as located on the plans and determined by the Engineer and be properly disposed of by the Contractor. The stubs or posts may be set in concrete, or granular materials. If set in concrete, the adjacent concrete shall be removed. This item shall include backfilling the voids with gravel.

201.03.8. Remove and Dispose Rigid Base

- A. Remove and dispose of all rigid concrete base under roads and sidewalks.
- B. Where the remainder of the existing base will remain undisturbed, make a clean saw cut to separate the remaining base from that being removed.

201.04. METHOD OF MEASUREMENT

The several removal and disposal actions required to clear and prepare the site for construction will be measured for payment as follows:

201.04.1. Remove and Dispose Trees > 3”

- A. Caliper will be measured by the diameter inch of trees and stumps, actually cut and removed as directed by the Engineer. Measurement of diameter for removal of trees shall be made 24 inches above existing grade measured from the top of the adjacent curb.

201.04.2. Grind Tree Stump 18” Below Grade

- A. will be measured by the diameter inch of stumps actually ground as directed by the Engineer. Measurement of the diameter for the grinding of stumps shall be at the top surface of the stump.

201.04.3. Clearing and Grubbing

- A. "Clearing and Grubbing" will be measured by the number of square yards actually cleared and grubbed in accordance with the contract Documents and/or as directed by the Engineer.

201.04.4. Remove and Salvage Granite Curb, All Types

- A. Item Code 201.9904 "Remove and Salvage Granite Curb, All Types" shall be measured for payment per linear foot of curb removed and salvaged as directed by the Engineer.

201.04.5. Remove and Dispose Bricks, Pavers and Cobbles, All Types

- A. "Remove and Dispose Bricks, Pavers and Cobbles, All Types" shall be measured by the number of Square Feet actual removed and disposed in accordance with the Plans and/or as directed by the Engineer.

201.04.6. Remove and Salvage Manhole Frame and Cover, or Catch Basin Frame and Grate

- A. "Remove and Salvage Manhole Frame and Cover Or Catch Basin Frame and Grate" shall be measured for payment per Each assembly.

201.04.7. Remove and Dispose Sign Posts, Stubs, and Fence Posts

- A. "Remove and dispose sign post stubs and fence posts" shall be measured for payment per each.

201.04.8. Remove and Dispose Rigid Base

- A. "Remove and Dispose Rigid Base" shall be measured for payment by the number of square yards of pavement removed.

201.05. BASIS OF PAYMENT

The several removal and disposal actions required to clear and prepare the site for construction will be paid for as follows:

201.05.1. Remove and Dispose Trees > 3" Caliper

- A. The accepted quantities of Remove and Dispose Existing Trees > 3" Caliper will be paid for at the respective contract unit prices per diameter inch as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, including backfill, trimming and fine grading complete and accepted by the Engineer. Backfill of gravel borrow will be paid for separately.

201.05.2. Grind Tree Stump 18" Below Grade

- A. The accepted quantity of "Grinding Stumps 18" Below Finish Grade" will be paid for at the contract unit price per diameter inch, measured across the stump surface as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, including removal of wood chips, backfill, trimming and fine grading complete and accepted by the Engineer. Backfill of gravel borrow will be paid for separately.

201.05.3. Clearing and Grubbing

- A. The accepted quantity of "Clearing and Grubbing" will be paid for at the contract unit price per square yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.

201.05.4. Remove and Salvage Granite Curb, All Types

- A. The accepted quantity of Item Code 201.9904 "Remove and Salvage Granite Curb, All Types" will be paid for at the Contract unit price per linear foot as listed in the proposal. The price so stated constitutes full compensation for all traffic control, labor, equipment, tools, including cleaning curb, excavation, backfill, gravel borrow,

temporary bituminous concrete pavement patch, delivery to the highway garage and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.05.5. Remove and Dispose Bricks, Pavers and Cobbles, All Types

- A. The accepted quantity of “Remove and Dispose Bricks, Pavers and Cobbles, All Types” will be paid for at the contract unit price per Square Feet as listed in the Proposal. The price so stated constitutes full and complete compensation for all traffic control, labor, materials, and equipment, including removing and disposing bricks, pavers, base material, and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

201.05.6. Remove and Salvage Manhole Frame and Cover, or Catch Basin Frame and Grate

- A. The accepted quantity of “Remove and Salvage Manhole Frame and Cover Or Catch Basin Frame and Grate” will be paid for at the Contract unit price per each as listed in the proposal. The price so stated constitutes full compensation for traffic control, all labor, equipment, tools, including cleaning attached debris, excavation, backfill, gravel borrow, temporary bituminous concrete pavement patch, delivery to the DPW Highway Garage

201.05.7. Remove and Dispose Sign Posts, Stubs, and Fence Posts

- A. The accepted quantity of “Remove and dispose sign stubs and fence posts” will be paid for at the Contract unit price per each as listed in the proposal. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, including backfill, trimming and fine grading complete and accepted by the Engineer.

201.05.8. Remove and Dispose Rigid Base

- A. The prices so-stated constitute full compensation for all labor, materials, and equipment and for all incidentals required to finish the work, complete and accepted.

201.05.9. Pay Items and Units:

- A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
201.9901	Remove and Dispose Trees >3" Caliper	DIA-IN
201.9902	Grind Tree Stump 18" Below Grade	DIA-IN
201.9903	Clearing and Grubbing	SY
201.9904	Remove and Salvage Granite Curb, All Types	LF
201.9905	Remove and Dispose Bricks, Pavers and Cobbles, All Types	SF
201.9906	Remove and Salvage Manhole Frame and Cover or Catch Basin Frame and Grate	EA
201.9907	Remove and Dispose Sign Post Stubs and Fence Posts	EA
201.9908	Remove and Dispose Rigid Base (≤ 8 in thick)	SY
201.9909	Remove and Dispose Rigid Base (> 8 in to ≤ 15)	SY

END OF SECTION

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SECTION 212

MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS

212.01. DESCRIPTION

- A. Failure to Maintain Erosion and Pollution Controls (RIDOT 212.03.3), of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that erosion and pollution controls are not in place or have not been adequately maintained.
- B. The City is under a Consent Decree with the RIDEM regarding stormwater discharges and management. Failure to maintain erosion and pollution controls may bring upon financial fines by the RIDEM. If the Contractor causes this fine, the Contractor will be responsible to pay the RIDEM
- C. The charge for this Contract will be \$500.00 per day. Additionally, the Contractor will be required to clean the drainage structures that were not protected at no additional cost to the City.

END OF SECTION

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SECTION 401

DENSE GRADED HOT MIX ASPHALT (HMA) PAVEMENTS

401.01. DESCRIPTION

401.01.1. General

- A. Section 401, Failure to comply, In the event that the Engineer determines that the bituminous concrete surface course has not been completely constructed within seven (7) calendar days from the date of pavement cold planning or patch excavation, a daily charge will be deducted from monies due the Contractor.
- B. The charge for this Contract will be \$2000.00 per day, per location that the Contractor is not in Compliance with this specification.
- C. The work under this item shall conform to the requirements of Section 401 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition.

401.01.2. Class 9.5 HMA for Miscellaneous Work, Speed Lumps, Speed Humps, and Raised Crosswalks

- A. This work consists of furnishing and installing Class 9.5 Hot Mix Asphalt for miscellaneous work, speed lumps, speed humps, and raised crosswalks. Miscellaneous work may include hand installation of HMA sidewalks, driveways, roadway patching, or any other item not explicitly stated in these specifications and not included in the itemized bid list.

401.01.3. Paver Placed Class 9.5 HMA

- A. This work consists of furnishing and installing Paver Placed Class 9.5 Hot Mix Asphalt (HMA) base course, levelling course or surface course in two quantity groups.

401.01.4. Infrared HMA Repair

- A. The work consists of products, procedures, and equipment to provide a seamless repair of hot mix asphalt pavement by the application of evenly distributed infrared heat to aid in the reworking and remixing of the existing hot mix asphalt or integrating a new hot mix asphalt patch with existing surrounding hot mix asphalt.

401.02. MATERIALS

- A. Materials shall conform to Section 401 and Part M of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition.
- B. Hot mix asphalt shall only be obtained from a RIDOT approved plant.

401.03. CONSTRUCTION METHODS

401.03.1. Class 9.5 HMA for Miscellaneous Work, Speed Lumps, Speed Humps, and Raised Crosswalks

- A. Surfaces of curbs, gutters, vertical faces of existing pavements, and all utility castings and structures to be in contact with the HMA shall be given a thin, even coating of tack coat. Care shall be taken to avoid the splattering of surfaces which will not be in contact with the HMA.
- B. All vertical surfaces shall be adequately tacked, even if required to do so by hand, before paving operations. Any surfaces where tack coat has been over applied (i.e. utility castings, curbing, sidewalks, crosswalks, etc.) shall be completely cleaned and removed by the Contractor, at no cost to the Owner.
- C. When a tack coat is required, the type and grade and the application methods shall conform to the applicable provisions of both Section M.03; Materials and Section 403 of the Rhode Island Standard Specifications; Asphalt Emulsion Tack Coat, of these Specifications.

401.03.2. Infrared HMA Repair

- A. The area for repair should be swept clean of dirt, loose aggregate or standing water. The limits of repair should be identified in conjunction with City officials. Heat the area to be repaired to allow at least 12-18 inches of heated area beyond the perimeter. The Contractor shall heat the area to a sufficient temperature using infrared heat to allow remixing of the hot mix asphalt without oxidation or burning. Temperatures shall not exceed 350 degrees F, allowing a softened depth to a minimum of 2 inches.
- B. The backside of a steel rake shall be used to neatly square off the repair, cutting 6-12 inches back from the damage along the repair limits. Using a mechanical tiller, scarify and thoroughly mix the repair area to a minimum depth of 2 inches, ensuring the original seam joint between the repair and the road is eliminated. A maltenes rejuvenator shall be applied to the repair and the surrounding heated asphalt surface. Class 9.5 HMA shall be added to the area to bring it up to proper grade. The area shall be properly compacted, ensuring the edges of the repair are fused. A light coating of sand or stone dust can be spread over the repair to remove from the tackiness.

401.04. METHOD OF MEASUREMENT

401.04.1. Class 9.5 HMA for Miscellaneous Work, Speed Lumps, Speed Humps, and Raised Crosswalks

- A. "Class 9.5 HMA for Miscellaneous Work, Speed Lumps, Speed Humps, and Raised Crosswalks" will be measured by the number of "Tons" actually placed in accordance with the Plans and/or as directed by the Engineer.

401.04.2. Paver Placed Class 9.5 HMA

- A. Paver Placed Class 9.5 HMA (≤ 100 Sy Paving And >100 Sy Paving)” shall be measured by the number of TON of hot mix asphalt provided and installed in accordance with the Plans and/or as directed by the Engineer.

401.04.3. Infrared HMA Repair

- A. “Infrared HMA Repair” shall be measured by the number of SY of new asphalt patch heated and blended as indicated on the plans or directed by the Engineer. The immediate area outside of the new patch will not be quantified.

401.05. BASIS OF PAYMENT

401.05.1. Class 9.5 HMA for Miscellaneous Work, Speed Lumps, Speed Humps, and Raised Crosswalks

- A. The accepted quantity of Class 9.5 HMA for Miscellaneous Work, Speed Lumps, Speed Humps, and Raised Crosswalks will be paid for at the contract unit price per ton as listed in the Proposal. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials and equipment, including hot mix asphalt, tack coat, compaction and for all incidentals required to finish the work, complete and accepted by the Engineer.

401.05.2. Paver Placed Class 9.5 HMA

- A. The accepted quantity of “Paver Placed Class 9.5 HMA (≤ 100 sy Paving And >100 sy Paving)” will be paid for at the contract unit price per TON as listed in the Proposal, based on the area being paved. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials and equipment, and for all incidentals required to finish the work including traffic control, sweeping, hot mix asphalt, tack coat and compaction by rollers, complete and accepted by the Engineer.

401.05.3. Infrared HMA Repair

- A. “Infrared HMA Repair” will be paid for at the contract unit price per SY of new asphalt patch heated and blended. The price so constitutes full and complete compensation for all labor, materials, equipment, traffic control and for all incidentals required to the work, complete and accepted by the Engineer.

401.05.4. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
401.9901	Class 9.5 HMA For Miscellaneous Work	TON
401.9902	Class 9.5 HMA For Speed Lumps, Speed Humps, and Raised Crosswalks	TON
401.9903	Paver Placed Class 9.5 HMA <=100 Sy Paving	TON
401.9904	Paver Placed Class 9.5 HMA >100 Sy Paving	TON
401.9905	Infrared Patch Repair	SY

END OF SECTION

SECTION 501

PORTLAND CEMENT CONCRETE BASE

501.01. DESCRIPTION

- A. This work shall consist of constructing Portland cement concrete base at locations as directed by the Engineer.

501.02. MATERIALS

- A. Materials shall conform to Section M.02; Portland Cement Concrete of the Rhode Island Standard Specifications for Road and Bridge Construction.
- B. Portland Cement Concrete shall only be obtained from a RIDOT approved plant.

501.03. CONSTRUCTION METHODS

- A. Construction methods shall conform to the applicable requirements, Section 501.03 Construction Methods, of the Rhode Island Standard Specifications for Road and Bridge Construction, as shown on the Plans or directed by the Engineer. The concrete base will be installed to match the thickness of the adjacent concrete base and shall be a minimum of 8" thick.
- B. The contractor shall connect the proposed concrete base to the abutting existing concrete base with 24 inch long #5 epoxy coated dowels spaced 18 inches apart. The existing concrete base shall be drilled and grouted prior to inserting the dowels. The top of the proposed concrete base shall match the top of the existing concrete base (+/- 1/8 in.).

501.04. METHOD OF MEASUREMENT

- A. "Portland Cement Concrete Base" shall be measured by the number of Square Yards of concrete provided in accordance with the Plans and/or as directed by the Engineer.

501.05. BASIS OF PAYMENT

- A. The accepted quantity of "Portland Cement Concrete Base" will be paid for at the contract unit price per Square Yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials and equipment, including gravel base, compaction, trimming and fine grading, drilling and grouting 24" – epoxy coated dowels, joint material, and all other incidentals required to finish the work, complete and accepted by the Engineer.

501.05.2. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
501.9901	Portland Cement Concrete Road Base	SY

END OF SECTION

SECTION 702

MANHOLES, INLETS, AND CATCH BASINS

702.01. DESCRIPTION

- A. The work under this section consists of furnishing and installing manholes, inlets, catch basins, frames, grates, and covers at various locations throughout the project limits.
- B. The work shall conform to the relevant requirement of Section 702 and Part M of the Standard Specifications unless specified otherwise under this section.

702.02. MATERIALS

702.02.1. Heavy Duty Round Frame and Cover – 32” Providence Standard

- A. The “Heavy Duty Round Frame and Cover – 32”, Providence Standard” shall be as manufactured by EJ Co. Product No. 00200694W03 (Cover) and 00200813 (Frame) or approved equal. The contractor shall submit shop drawings/catalog cuts for approval by the Engineer.

702.02.2. Furnish and Install Chute Frame and Cover, Providence Standard

- A. The “Furnish and Install Chute Frame and Cover, Providence Standard” shall be as manufactured by EJ, Product No. 801144B01 or approved equal. The contractor shall submit shop drawings/catalog cuts for approval by the Engineer.

702.02.3. Furnish and Install Frame and Grate, Providence Standard

- A. The “Frame and Grate” shall be as manufactured by EJ or approved equal. The contractor shall submit shop drawings/catalog cuts for approval by the Engineer.
 - 1. Standard Capacity Grate, 3 Flange Frame – Product No. 5520002C01
 - 2. Standard Capacity Grate, 4 Flange Frame – Product No. 5520002C02
 - 3. High Capacity Grate, 3 Flange Frame – Product No. 5520001C01
 - 4. High Capacity Grate, 4 Flange Frame – Product No. 5520001C01

702.02.4. Heavy Duty Manhole Frame and Cover - 24”, Providence Standard

- A. The “Heavy Duty Manhole Frame and Cover – 24”, Providence Standard” shall be as manufactured by EJ Product 240834B01 or approved equal. The contractor shall submit shop drawings/catalog cuts for approval by the Engineer.

702.02.5. Sidewalk Manhole Frame and Cover, Providence Standard

- A. The “Sidewalk Manhole Frame and Cover, Providence Standard” shall be as manufactured by EJ Product 1040081A02 or approved equal. The contractor shall submit shop drawings/catalog cuts for approval by the Engineer.

702.03. CONSTRUCTION METHODS

- A. Refer to Standard Specification.

702.04. METHOD OF MEASUREMENT

702.04.1. Heavy Duty Round Frame and Cover – 32” Providence Standard

- A. “Heavy Duty Round Frame and Cover – 32”, Providence Standard” shall be measured for payment by the number Each of assemblies furnished and installed as directed by the Engineer.

702.04.2. Furnish and Install Chute Frame and Cover, Providence Standard

- A. “Furnish and Install Chute Frame and Cover, Providence Standard” shall be measured for payment by the number EACH of assembly furnished and installed as directed by the Engineer.

702.04.3. Furnish and Install Frame and Grate, Providence Standard

- A. “Frame and Grate” shall be measured for payment by the number EACH of assembly furnished and installed as directed by the Engineer.

702.04.4. Heavy Duty Manhole Frame and Cover - 24”, Providence Standard

- A. “Heavy Duty Manhole Frame and Cover – 24”, Providence Standard” shall be measured for payment by the number EACH of assembly furnished and installed as directed by the Engineer.

702.04.5. Sidewalk Manhole Frame and Cover, Providence Standard

- A. “Sidewalk Manhole Frame and Cover, Providence Standard” shall be measured for payment by the number EACH of assembly furnished and installed as directed by the Engineer.

702.05. BASIS OF PAYMENT

702.05.1. Heavy Duty Round Frame and Cover – 32” Providence Standard

- A. The accepted quantities of “Heavy Duty Round Frame and Cover – 32”, Providence Standard” will be paid for at the contract unit price per Each as listed in the Proposal. The price so stated constitutes full and complete compensation for all traffic control, materials, tools, labor and equipment, and all other incidentals required to finish the work, including neat, square sawcutting of the area surrounding the casting to be

installed, reconstructing the manhole walls/corbel to accept the frame when necessary, including bricks and mortar required to set the frame properly, concrete collar, tack coat and Class 9.5 HMA permanent restoration, complete in place and accepted by the Engineer.

702.05.2. Furnish and Install Chute Frame and Cover, Providence Standard

- A. The accepted quantities of “Furnish and Install Chute Frame and Cover, Providence Standard” will be paid for at the contract unit price per EACH as listed in the Proposal. The price so stated constitutes full and complete compensation for all traffic control, materials, tools, labor and equipment, and all other incidentals required to finish the work, including neat, square sawcutting of the area surrounding the casting to be installed, reconstructing the manhole walls/corbel to accept the frame, including bricks and mortar required to set the frame properly, concrete collar, tack coat and Class 9.5 HMA permanent restoration, complete in place and accepted by the Engineer.
- B. If installed in a Portland cement concrete sidewalk, the Portland cement concrete will be paid at the respective unit price.

702.05.3. Furnish and Install Frame and Grate, Providence Standard

- A. The accepted quantities of “Frame and Grate” will be paid for at the contract unit price per Each as listed in the Proposal. The price so stated constitutes full and complete compensation for all traffic control, materials, tools, labor and equipment, and all other incidentals required to finish the work, including neat, square sawcutting of the area surrounding the casting to be installed, reconstructing the manhole walls/corbel to accept the frame, including bricks and mortar required to set the frame properly, concrete collar, tack coat and Class 9.5 HMA permanent restoration, complete in place and accepted by the Engineer.

702.05.4. Heavy Duty Manhole Frame and Cover - 24”, Providence Standard

- A. The accepted quantities of “Heavy Duty Manhole Frame and Cover – 24”, Providence Standard” will be paid for at the contract unit price per Each as listed in the Proposal. The price so stated constitutes full and complete compensation for all traffic control, materials, tools, labor and equipment, and all other incidentals required to finish the work, including neat, square sawcutting of the area surrounding the casting to be installed, reconstructing the manhole walls/corbel to accept the frame, including bricks and mortar required to set the frame properly, concrete collar, tack coat and Class 9.5 HMA permanent restoration, complete in place and accepted by the Engineer.
- B. If installed in a Portland cement concrete sidewalk, the Portland cement concrete will be paid at the respective unit price.

702.05.5. Sidewalk Manhole Frame and Cover, Providence Standard

- A. The accepted quantities of “Sidewalk Manhole Frame And Cover, Providence Standard” will be paid for at the contract unit price per Each as listed in the Proposal. The price so stated constitutes full and complete compensation for all traffic control, materials, tools, labor and equipment, and all other incidentals required to finish the work, including neat, square sawcutting of the area surrounding the casting to be

installed, reconstructing the manhole walls/corbel to accept the frame, including bricks and mortar required to set the frame properly, concrete collar, tack coat and Class 9.5 HMA permanent restoration, complete in place and accepted by the Engineer.

- B. If installed in a Portland cement concrete sidewalk, the Portland cement concrete will be paid at the respective unit price.

702.05.6. Pay Items and Units:

- A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
702.9901	Heavy Duty Round Frame and Cover - 32", Providence Standard	EA
702.9902	Furnish and Install Chute Frame and Cover, Providence Standard	EA
702.9903	Furnish and Install Frame & Grate Prov. Std	EA
702.9904	Heavy Duty Manhole Frame and Cover 24" Prov. Std.	EA
702.9905	Sidewalk Manhole Frame and Cover, Prov. Std	EA

END OF SECTION

SECTION 704

RECONSTRUCT CATCH BASINS AND MANHOLES

704.01. DESCRIPTION

This work consists of reconstructing existing catch basins and manholes in accordance with the dimensions and details indicated on the Plans or as directed by the Engineer, all in accordance with these Specifications.

704.02. MATERIALS

Materials used in reconstructing existing drainage structures shall conform to the requirements of Subsection 702.02.1; Masonry Unit Construction, of these Specifications.

704.03. CONSTRUCTION METHODS

- A. Manholes and catch basins shall be reconstructed in the following sequence: First the structures shall be thoroughly cleaned. Next, the cast iron frames and covers (or grates) are carefully removed and stockpiled on the site for subsequent reuse. Then, the tops of the structure immediately below the castings are removed. Subsequently, a portion of the vertical walls of the structure is removed to a depth sufficient for the reconstructed unit to make the transition to the lines, grades, and dimensions indicated on the Plans, or as directed by the Engineer.
- B. Any excavation required around the existing drainage structure shall be carried out in such manner as to cause the least disturbance to both the surrounding area and those portions of the existing structure that are to remain. Actual reconstruction of the drainage structures shall then commence in accordance with the details indicated on the Plans or as directed by the Engineer. Construction methods to be employed in this effort shall conform to the applicable requirements as set forth in Subsection 702.03.1 of these Specifications.

704.04. METHOD OF MEASUREMENT

"Reconstruct Catch Basin and Manhole/Corbel Cones" will be measured by the number of the tops of such units actually reconstructed. "Reconstruct Catch Basin and Manhole/Vertical Walls" will be measured by the vertical height in linear feet of drainage structure walls actually reconstructed in accordance with the Plans and/or as directed by the Engineer.

704.05. BASIS OF PAYMENT

704.05.1. General

- A. The accepted quantity of "Reconstruct Catch Basin and Manhole/Corbel Cones" will be paid for at the contract unit price per each such cone as listed in the Proposal. The accepted quantity of "Reconstruct Catch Basin and Manhole/Vertical Walls" will be

paid for at the contract unit price per vertical linear foot as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials and equipment for reconstructing drainage structures including removing, stockpiling and resetting castings, excavation and backfill, examining and cleaning the existing basin before and after reconstruction, the legal disposal of all surplus excavated and/or unsuitable materials, and all incidentals required to finish the work, complete and accepted by the Engineer.

704.05.2. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
704.9901	Reconstruct Drainage Structure/Corbel Cones	EA
704.9902	Reconstruct Drainage Structure/Vertical Walls	VLF

END OF SECTION

SECTION 905

SIDEWALKS

905.01. DESCRIPTION

905.01.1. General

- A. RIDOT Subsection 905.03 – Failure to Comply, In the event the Engineer determines that new sidewalks have not been constructed within seven (7) consecutive calendar days after excavation as required herein, a daily charge will be deducted from monies due the Contractor.
- B. The charge for this Contract will be \$500.00 per day, per location for each calendar day that each location is not in compliance.

905.01.2. Cement Concrete Sidewalks, Driveways, and Wheelchair Ramps

- A. The work under this item shall conform to the requirements of Section 905 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition. This work consists of constructing new Portland cement concrete sidewalks, driveways and curb ramps as shown in the Plans.

905.01.3. Furnish and Install Brick or Concrete Paver

- A. The work shall include the construction of brick/paver sidewalk, driveway, crosswalks, road surface or any other feature in the public right-of-way consisting of brick, concrete pavers, or slate pavers including base and subbase. Construction should match the adjacent existing concrete, bituminous or granular base, or by installing in a stone dust/cement dry pack setting bed with a granular or Portland cement concrete base as indicated in the plans or as directed by the Engineer, all in accordance with these specifications.

905.01.4. Remove, Stockpile and Reset Bricks, Pavers, Cobbles (All Types)

- A. This item of work shall consist of removing and resetting all types of bricks, pavers and cobbles as shown on the plan or as directed by the Engineer.

905.01.5. Furnish and Install Granite Belgian Block Cobbles

- A. The work shall include the construction of granite Belgian block cobble roadway, sidewalk, driveway, or any other feature in the public right-of-way, including subbase and base materials. Cobbles should be installed utilizing a stone dust/cement dry pack as indicated or as directed by the Engineer, all in accordance with these specifications. Cobblestone samples shall be submitted for approval to the Department of Public Works prior to installation.

905.01.6. Install Salvaged Granite Belgian Block Cobbles

- A. The work shall include the installation of salvaged granite Belgian block cobbles in the roadway, sidewalk, driveway, or any other feature in the public right-of-way, including subbase and base materials. Cobbles should be installed utilizing a stone dust/cement dry pack as indicated or as directed by the Engineer, all in accordance with these specifications. Cobblestone samples shall be submitted for approval to the Department of Public Works prior to installation.

905.01.7. Flexible Porous Pavement for Tree Wells

- A. This work shall consist of furnishing and installing flexible porous pavement and base around street trees or within tree wells at the locations indicated on the Plans and/or as directed by the Engineer, all in accordance with the RIDOT Standard Specifications for Road and Bridge Construction, Amended 2018, with all revisions.

905.01.8. Sidewalk Stamp/Imprint

- A. The work shall include the stamping/imprinting of poetry text, sayings, and/or characters into concrete panels immediately after the concrete is finished. Text for each stamp will typically consist of short poems or sayings of less than two hundred fifty (250) characters. Stamps shall be provided by the Owner.

905.01.9. Remove and Reset Parking Meter

- A. This work shall include the temporary removal of, storage of, post replacement for, and resetting of parking meters that are located in sidewalk repair replacement areas.

905.02. MATERIALS

905.02.1. General

- A. Portland Cement Concrete. Portland cement concrete shall be Class XX(AE) (4,000 psi) for sidewalks, typical driveways and commercial driveways, and shall conform to the requirements as set forth in Subsections 601.01.1; Classification, and 601.03.1; Proportioning, of the Standard Specifications, and the applicable requirements of Section M.02, Portland Cement Concrete of the Standard Specifications.
- B. Drypack. Drypack material shall be 3 parts stone dust to 1 part cement. Small amounts of water may be added to make the mix workable, but should not become a liquid or slurry setting bed.
- C. Joints. Joint material shall match adjacent areas, which are typically mortar or drypack mix with water applied.
- D. Cobbles. Cobbles shall be installed to match the surrounding cobbles in size, thickness, color and texture for each location specified in the Contract Documents or as directed by the Engineer.

905.02.2. Furnish and Install Brick or Concrete Paver

- A. Pavers and shall be installed to match the surrounding brick or pavers in size, thickness, color and texture for each location specified or as directed by the Engineer.

905.02.3. Remove, Stockpile and Reset Bricks, Pavers, Cobbles (All Types)

- A. Existing bricks and pavers shall be carefully removed, cleaned of debris and stockpiled. Sawcutting existing bricks and pavers to be reset is prohibited. Brick/Paver setting bed shall match the existing adjacent setting bed. Brick/Paver joint treatment shall match existing adjacent joint treatment. Any bricks/pavers that are damaged during removal shall be replaced in kind by the Contractor at no additional cost to the City.
- B. Natural Sand. Natural sand shall conform to the requirements set forth in Subject Aggregate for Masonry Mortar, AASHTO M45-92, pages 43 and 44, of Part I Specifications, American Association of State Highway and Transportation Officials, Seventeenth Edition, 1995.
- C. Gravel Borrow Subbase Course. Gravel Borrow shall conform to the requirements set forth in the Standard Specifications.

905.02.4. Flexible Porous Pavement for Tree Wells

- A. Flexible Porous Pavement. Flexible Porous Pavment shall be KBI Flexi-Pave HD2000 as manufactured by K.I. Industries, Inc., www.kbius.com, 727-723-3300, or approved equal.
- B. Flexible Porous Pavement shall meet American with Disabilities Act (ADA) requirements for finished surfaces.
- C. Aggregate base shall be 3/4 in. clean compacted aggregate stone (ASTM No. 57).
- D. Non-woven filter fabric with a permeability rate greater than the underlying soil.

905.02.5. Sidewalk Stamp/Imprint

- A. Stamps will be provided, delivered, and removed from the site by the Owner. Stamps shall be high strength urethane (plywood backed), high density plastic (plywood backed), or fabricated metal. The dimensions of the stamps may vary with the average stamp having dimensions of twenty-four by thirty-six inches (24"x36").

905.02.6. Remove and Reset Parking Meter

- A. New parking meter posts to be supplied by Owner.

905.03. CONSTRUCTION METHODS

905.03.1. General

- A. All construction methods shall be in accordance with Section 905 and 600 of the Standard Specifications except where otherwise described in this Specification.

- B. The Contractor shall be responsible to verify if basement vaults extend under the sidewalk to be repaired or installed. Any damage to underground basement vaults shall be repaired by the Contractor at no additional expense to the City.
- C. At locations of 25' or longer, the sidewalk shall comply with the American's with Disabilities Act.
- D. The Contractor shall coordinate with the City Forester for root pruning if needed in the area of the bricks/pavers to be reset as part of this work.

905.03.2. Cement Concrete Sidewalks, Driveways, and Wheelchair Ramps

- A. All sidewalks shall be 4000 PSI 28 day compressive strength concrete at a depth of 4 inches. All driveways shall be 4000 PSI 28 day compressive strength concrete at a depth of 8 inches. All wheelchair ramps shall be 4000 PSI 28 day compressive strength concrete at a depth indicated in the details.
- B. The Contractor shall sawcut in front of driveways to be replaced, twelve inches (12") and at the back of driveway, if necessary, one to four feet (1-4') into the private property to match the new grade, or to provide a suitable material to match into. Both sides of the driveway shall be formed and permanently restored thereafter with Class 9.5 HMA or Portland Cement Concrete.
- C. Grass Strips
 - 1. The inclusion of grass strips applies to reconstruction of the entire frontage (at least one side on corner lots) of an address, as indicated by the Engineer. This requirement does not apply to reconstruction of short segments. The grass strip will be installed at the front of the sidewalk. The width of the grass strip will be based on the width of the sidewalk as described below. No grass strips will be included in new or reconstructed sidewalks less than six feet or where the inclusion would conflict with the Americans With Disabilities Act (ADA).

Sidewalk Width	Grass Strip Width or Slope Break
10 ft	4 ft
9 ft	4 ft
8 ft	3 ft
7 ft	2 ft
6 ft	2 ft

- 2. Maintaining existing grass strips on sidewalks to be reconstructed that are less than six feet will be determined on a case-by-case basis considering the existence of grass strips on abutting sidewalks, the existence of street trees, conformance to the ADA and the desires of the homeowner.
- 3. Generally, the back of sidewalk elevation should be maintained, unless conditions at the back of sidewalk warrant adjusting the elevation. After excavation, and inspection of the adjacent structure (wall, foundation, etc.) at the back of sidewalk, the Contractor shall indicate construction options to the Engineer for further direction.

4. If no grass strip is proposed, and the sidewalk cross slope exceeds the allowable parameters, the sidewalk grade change shall be implemented using the dimensions listed above. Failure to adhere to the ADA will be cause for reconstruction at the Contractor's expense.

D. Compound Slopes (Existing Sidewalks).

1. For repairs to existing sidewalks, a compound cross slope shall be provided to meet ADA requirements if the following conditions are met:
 - (a) Existing cross Slope: $> 2\%$
 - (b) Back of sidewalk/curb elevation: Elevation(s) cannot be adjusted to achieve a cross slope of $\leq 2\%$.
 - (c) Length of Repair: > 25 ft.
 - (d) Sidewalk width: 6 ft. (min.)
 - (e) Accessible sidewalk section/route width: 4 ft. (min.)
 - (f) Compound slope: 8.33 % (1v:12h) (max.)
 - (g) Compound section width: ≥ 2 ft.
2. If the above conditions cannot be met a uniform cross slope shall be provided unless otherwise specified by the Engineer.
3. Final layout of compound slope sidewalks requires the review and approval of the Engineer prior to installation.

905.03.3. Furnish and Install Brick or Concrete Paver

- A. The contractor shall submit brick and paver samples to the Engineer for approval prior to installation for each location. Construction should match the adjacent existing concrete, bituminous or granular base, or by installing in a stone dust/cement dry pack as indicated in the plans or as directed by the Engineer, all in accordance with these specifications.

905.03.4. Remove, Stockpile and Reset Bricks, Pavers, Cobbles (All Types)

- A. The existing bricks/pavers shall be carefully removed, cleaned of any foreign substances adhered to their surfaces and stockpiled in a manner so as not to be damaged, and outside the roadway and pedestrian route. Sawcutting pavers is prohibited.
- B. The setting bed shall be placed to the lines and grades as determined by the Engineer to provide an American with Disabilities (ADA) compliant path and a transition to existing bricks/pavers. The setting bed shall match existing adjacent materials. The joint treatment shall match existing adjacent materials.

905.03.5. Furnish and Install Granite Belgian Block Cobbles

- A. The contractor shall submit cobble samples to the Engineer for approval prior to installation for each location.

905.03.6. Install Salvaged Granite Belgian Block Cobbles

- A. The contractor shall attempt to match the shape, color and character of the surrounding cobbles to the best of their ability. Where new cobbles are to supplement the old cobbles, the new cobbles shall be installed at random locations within the area of repair.
- B. Cobbles are stored within the City limits. The Contractor is required to load and transport the cobbles from the stockpile location to the site and to clean the cobbles of debris, if necessary, with cost incidental to the item.

905.03.7. Flexible Porous Pavement for Tree Wells

- A. All roots, sod, weeds, cobbles or stone with any dimension greater than 1inch shall be removed and legally disposed of within the installation limits.
- B. Filter fabric shall be installed over the prepared subbase.
- C. Aggregate based shall be installed to a finished thickness of 4 in. to 96% compaction.
- D. Flexible Porous Pavement shall be installed to a finished thickness of 2 in. over the aggregate base.
- E. Flexible Porous Pavement shall be installed in accordance with the manufacturer's recommendations.

905.03.8. Sidewalk Stamp/Imprint

- A. After the concrete is placed and floated, the aggregate in the portion of the panel to be imprinted shall be depressed into the concrete to a minimum depth of one-fourth inch (1/4") using a concrete tamper/jitterbug.
- B. The imprint placement must occur when the concrete has reached the appropriate set or stiffness after it has been finished. The contractor shall use appropriate care, effort and skill to implement a successful imprint. The stamp is to be imprinted to a depth of one-eighth (1/8") into the concrete surface. A release agent shall be applied to the stamp prior to each imprint. Each stamping is anticipated to take 5 to 10 minutes to complete.
- C. The imprinted panel must be cured with a cure spray (meadows CS309 or equivalent) then covered with plastic sheeting. After placement of the imprint, the area surrounding it shall be securely barricaded to protect the imprint from damage or vandalism. Contractor shall be responsible for protecting the imprint until the concrete has set.

905.03.9. Remove and Reset Parking Meter

- A. Contractor shall coordinate all work with Parking and Curbside Management (DPW). DPW shall be notified a minimum of 24 hours prior to removing or reinstalling parking meters.
 - 1. DPW Contact Information
 - (a) Melanie Jewett, Curbside Administrator, mjewett@providenceri.gov, 401-368-4365
 - (b) Dewayne Hackney, Parking Meter Maintenance, dhackney@providenceri.gov, 401-440-6313
- B. Meters and Posts shall be removed by Contractor.
- C. Meters and Posts to be delivered to DPW (700 Allens Ave building) by Contractor.
- D. DPW to store meters and dispose of old posts. New posts will be provided to Contractor by DPW.
- E. Meters and new Posts to be pick up by Contractor at DPW (700 Allens Ave building).
- F. Posts to be cut to length and installed by Contractor.
- G. Meters to be reinstalled on posts by Contractor.
- H. Meters shall be located/relocated adjacent to the perpendicular parking stripe that is in front of the parked vehicle.
- I. Meters need to be set to ADA standards for height. Generally, the bottom of the meter is set around 37 inches and the display at the top of the meter is set at 54 inches (4.5 ft).

905.04. METHOD OF MEASUREMENT

905.04.1. Cement Concrete Sidewalks, Driveways, and Wheelchair Ramps

- A. 4 Inch Cement Concrete Sidewalk, 8 Inch Cement Concrete At Driveways And Wheelchair Ramps will be measured by the number of square yards of concrete actually installed to the depths indicated in the contract details and specifications or as directed by the Engineer.

905.04.2. Furnish and Install Brick or Concrete Paver

- A. "Furnish and Install Brick or Concrete Pavers" shall be measured by the number of square feet of brick or paver actually placed in accordance with the specifications at locations directed by the Engineer.

905.04.3. Remove, Stockpile and Reset Bricks, Pavers, Cobbles (All Types)

- A. “Remove, Stockpile and Reset Bricks/Pavers (All Types) will be measured by the number of Square Feet of such bricks/pavers actually removed and reset, in accordance with the Plans and/or as directed by the Engineer.

905.04.4. Furnish and Install Granite Belgian Block Cobbles

- A. “Furnish and Install Granite Belgian Block Cobbles” shall be measured by the number of square feet cobble actually placed in accordance with the specifications at locations directed by the Engineer.

905.04.5. Install Salvaged Granite Belgian Block Cobbles

- A. “Install Salvaged Granite Belgian Block Cobbles” shall be measured by the number of square feet cobble actually placed in accordance with the specifications at locations directed by the Engineer.

905.04.6. Flexible Porous Pavement for Tree Wells

- A. “Flexible Porous Pavement” will be measured per “Square Yard” based on the area of paving installed in accordance with the Plans and/or as directed by the Engineer.
- B. The total area of pavement used for determining the appropriate pay item shall be calculated as the sum of the installed areas for all locations for a specific project.

905.04.7. Detectable Warning Panels

- A. “Detectable Warning Panels” shall be measured for payment per “Square Yard” installed in accordance with the Plans and/or as directed by the Engineer.

905.04.8. Sidewalk Stamp/Imprint

- A. “Sidewalk Stamp/Imprint” shall be measured for payment by the number EACH completed stamp/imprint installed as directed by the Engineer

905.04.9. Remove and Reset Parking Meter

- A. “Remove and Reset Parking Meter” shall be measure for payment by the number of EACH removed and reset.

905.05. BASIS OF PAYMENT

905.05.1. Cement Concrete Sidewalks, Driveways, and Wheelchair Ramps

- A. The accepted quantities of “4 Inch Cement Concrete Sidewalk” and “8 Inch Cement Concrete Driveways and Wheelchair Ramps” will be paid for at the contract unit price per “Square Yard” as listed in the Proposal. The price so- stated constitutes full and complete compensation for all labor, materials and equipment, including sawcutting, layout, trimming and fine grading, forming and curing, scoring all joints, expansion

joint material, steel reinforcement, installing welded wire mesh, and all other incidentals required to finish the work, complete and accepted by the Engineer.

- B. Excavation and gravel borrow subbase will be paid for separately under the appropriate bid items.
- C. Permanent HMA patching to match into existing roadway, asphalt sidewalks, and driveways will be paid separately under the appropriate bid items.

905.05.2. Furnish and Install Brick or Concrete Paver

- A. The accepted quantities of “Furnish and Install Brick Or Concrete Pavers” will be paid for at the unit price for each square foot of brick or paver installed. The price shall constitute full payment for all traffic control labor, materials, sample submittals, granular base, trimming and fine grading, bricks, sand, cement concrete, mortaring, equipment, and all incidentals required to complete the work as specified to the satisfaction of the Engineer.
- B. Where Portland cement concrete base is required, the Portland cement concrete base shall be paid under item 501.9901 Portland Cement Concrete Base

905.05.3. Remove, Stockpile and Reset Bricks, Pavers, Cobbles (All Types)

- A. The accepted quantity of “Remove, Stockpile and Reset Bricks/Pavers (All Types) will be paid for at the contract unit price per Square Foot of such bricks/pavers actually removed and reset as listed in the proposal. The price shall consist of all materials, including traffic control, labor, equipment, tools, operations, setting bed, trimming and fine grading, joint treatment, cleaning bricks/pavers of debris and incidentals listed and/or referenced in this specification and/or required to finish the work, complete in place and accepted by the Engineer.
- B. Where Portland cement concrete base is required, the Portland cement concrete base shall be paid under item 501.9901 Portland Cement Concrete Base.

905.05.4. Furnish and Install Granite Belgian Block Cobbles

- A. The accepted quantities of “Furnish and Granite Belgian Block Cobbles” will be paid for at the unit price for each square foot of cobble installed. The price shall constitute full payment for all traffic control, labor, materials, sample submittals, bricks, sand, cement concrete, mortaring, equipment, granular base and/or subbase, trimming and fine grading, and all incidentals required to complete the work as specified to the satisfaction of the Engineer.
- B. Where Portland cement concrete base is required, the Portland cement concrete base shall be paid under item 501.9901 Portland Cement Concrete Base

905.05.5. Install Salvaged Granite Belgian Block Cobbles

- A. The accepted quantities of “Install Salvaged Granite Belgian Block Cobbles” will be paid for at the unit price for each square foot of cobble installed. The price shall constitute full payment for all traffic control labor, materials, sand, cement concrete,

mortaring, equipment, pickup and transportation to the site, cleaning debris from cobbles, granular base and/or subbase and all incidentals required to complete the work as specified to the satisfaction of the Engineer.

- B. Where Portland cement concrete base is required, the Portland cement concrete base shall be paid under item 501.9901 Portland Cement Concrete Base.

905.05.6. Flexible Porous Pavement for Tree Wells

- A. “Flexible Porous Pavement” will be paid for at the contract unit price per “Square Yard” as listed in the Proposal. The price so stated constitutes full compensation for all labor, equipment, tools, including protection of newly installed paving from traffic, layout cleaning and sweeping, and all other incidentals required to finish the work, complete and accepted by the Engineer.

905.05.7. Detectable Warning Panels

- A. “Detectable Warning Panel” will be measured by the number of square feet of panel actually installed in accordance with the Plans and/or as directed by the Engineer.

905.05.8. Sidewalk Stamp/Imprint

- A. The accepted quantities of “Sidewalk Stamp/Imprint” will be paid for at the unit price for each imprint. The price shall constitute full payment for the complete imprint including all text and characters on the imprint form and all incidentals required to complete the work as specified to the satisfaction of the Engineer. Concrete panels are not included under this item.

905.05.9. Remove and Reset Parking Meter

- A. The accepted quantities of “Remove and Reset Parking Meter” will be paid for at the unit price for each meter. The price shall constitute full payment for the complete removal and replacement of the parking meter and all incidentals required to complete the work as specified to the satisfaction of the Engineer. Concrete panels are not included under this item.

905.05.10. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
905.9901	4 Inch Cement Concrete Sidewalk/Wheelchair Ramps	SY
905.9902	8 Inch Cement Concrete Driveway/Wheelchair Ramp	SY
905.9903	Furnish and Install Brick or Concrete Pavers	SF
905.9904	Remove, Stockpile and Reset Brick, Paver, Cobble All Types	SF
905.9905	Furnish and Install Granite Belgian Block Cobbles	SF
905.9906	Install Salvaged Granite Belgian Block Cobbles	SF
905.9907	Flexible Porous Pavement for Tree Wells (<= 100 SY)	SY
905.9908	Flexible Porous Pavement for Tree Wells (> 100 SY)	SY
905.9909	Detectable Warning Panels	SF
905.9920	Sidewalk Stamp/Imprint	EA
905-9921	Remove and Reset Parking Meter	EA

END OF SECTION

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SECTION 906

CURBING FOR ROADWAYS

906.01. DESCRIPTION

906.01.1. Furnish and Install Granite Curbing

- A. The work in this specification consists of furnishing and installing new granite curbing and inlet/apron stones and installing salvaged curbing from the Providence DPW Highway Garage at locations directed by the Engineer.

906.01.2. Remove, Handle, Haul, Trim, Reset Curbing/Edging, All Types

- A. This work shall consist Remove, Handle, Haul, Trim, Reset Curbing/Edging, Straight, Circular, Transition, Inlet, Apron, Returns, All Types as shown in the plans or as determined by the Engineer. The work under this item shall conform to the requirements of Section 906 of the Rhode Island Standard Specifications for Road and Bridge Construction, including revisions, addenda and compilations.

906.02. MATERIALS

906.02.1. Furnish and Install Granite Curbing

- A. Granite curbing (straight and circular) shall be in accordance with Providence Standard Details.
- B. The width of granite curbing (straight and circular shall be 7 in.

906.02.2. Remove, Handle, Haul, Trim, Reset Curbing/Edging, All Types

- A. Gravel Borrow shall conform to Materials Section M.01.02 and Joint Mortar shall conform to Section M.02.

906.03. CONSTRUCTION METHODS

906.03.1. General

- A. The gravel base upon which the curb or edging is to be reset shall be placed in layers not exceeding 6 inches in depth. Each such layer shall then be compacted to 95 percent of maximum density by means of a vibratory compactor of a size and type approved by the Engineer.

906.03.2. Furnish and Install Granite Curbing

- A. All construction methods shall be in accordance with Section 906.03.1, M.02, M.03, and M.09 of the Standard Specifications and the contract details.

- B. At the direction of the Engineer, the contractor may use salvaged granite curbing located at the Providence DPW Highway Garage. Delivery of the salvaged curbing to the site is the responsibility of the Contractor.
- C. Excess curbing not to be used on the site will be, at the direction of the Engineer, transported to the Providence DPW Highway Garage.
- D. The roadway shall be sawcut one foot beyond the face of the curb to be installed.

906.03.3. Remove, Handle, Haul, Trim, Reset Curbing/Edging, All Types

- A. The existing curbing or edging shall be carefully removed to minimize damage to said units and adjacent pavement or sidewalks. The roadway shall be sawcut one foot beyond the face of the curb to be reset. The curbing or edging will then be handled, hauled and stockpiled as required. The ends for jointing will be cut and squared or cut and angled for wheelchair ramp transition curb and ramp stone. All curb or edging must be thoroughly cleaned prior to resetting.
- B. If the curb or edging is to be reset in either its original or new location, excavation shall be made to the dimensions shown on the Plans or as directed by the Engineer to allow for the proper fine grading and compaction of the gravel borrow subbase. All soft or unsuitable materials shall be removed and replaced with gravel borrow material which shall be thoroughly compacted to prevent future settlement of the reset curb or edging.
- C. The curb or edging shall be reset such that the front top arris line conforms to the required line and grade.
- D. Curbing and edging shall be laid with joints as narrow as possible for stone curb.
- E. The individual stones shall be trimmed and cut as necessary so that no more than ½-inch opening shall show for the full width of the top and 8 inches down from the front. Joints greater than 1/8-inch shall be filled and joined by cement mortar.
- F. After the curbing or edging has been reset, any remaining excavation areas shall be backfilled with approved granular material and thoroughly compacted back and front to grade. Methods of compaction shall preserve the line and grade of the reset curbing or edging.
- G. Class A Portland cement concrete shall be poured in place for the length of the reset curb, extending one foot into the roadway from the face of curb, and one foot depth allowing for four inches of Class 9.5 HMA permanent patch.
- H. The Contractor shall replace with new curb/edging any existing curbing or edging that is to be reset which is lost, damaged, or destroyed as a result of either its construction operations or failure to properly store and protect said units, all at no additional cost to the City.

906.04. METHOD OF MEASUREMENT

906.04.1. Furnish and Install Granite Curbing

- A. Furnish and Install Curbing (straight and circular) will be measured by the number of Linear Feet of such curbing actually installed as directed by the Engineer.
- B. Furnish and Install Curb Returns, Inlet Stones, and Apron Stones (new or salvaged) shall be measured by the number of Each such units actually installed as directed by the Engineer.

906.04.2. Remove, Handle, Haul, Trim, Reset Curbing/Edging, All Types

- A. Remove, Handle, Haul, Trim, Reset Curbing/Edging, Straight, Circular, Transition, Inlet, Apron, Returns, All Types will be measured by the number of linear feet of such curbing reset in accordance with the plans and/or directed by the Engineer.

906.04.3. Traffic Separator Curb

- A. "Traffic Separator Curb with Flexpost" will be measured by "Each" such Traffic Separator Curb with Flex Post actually furnished and installed in accordance with the Plans and/or as directed by the Engineer.

906.05. BASIS OF PAYMENT

906.05.1. Furnish and Install Granite Curbing

- A. Furnish and Install Curbing (straight and circular) will be paid for at their respective contract unit prices per Linear Foot as listed in the Proposal. The prices constitute full and complete compensation for all traffic control labor, materials and equipment, including sawcutting, excavation, joints, gravel borrow, backfilling, concrete curb lock, loading, transportation, and all other incidentals required to finish the work, complete and accepted by the Engineer.
- B. Furnish and Install Curb Returns, Inlet Stones, and Apron Stones (new or salvaged) will be paid for at their respective contract unit prices per Each as listed in the Proposal. The prices constitute full and complete compensation for all traffic control, labor, materials and equipment, including sawcutting, excavation, joints, gravel borrow, backfilling, cement concrete curb lock, loading, transportation and all other incidentals required to finish the work, complete and accepted by the Engineer.
- C. Permanent HMA patching to match into existing asphalt will be paid separately under the appropriate bid items.
- D. Sidewalk restoration will be paid for separately under the appropriate bid item.

906.05.2. Remove, Handle, Haul, Trim, Reset Curbing/Edging, All Types

- A. The accepted quantities of Remove, Handle, Haul, Trim, Reset Curbing/Edging, Straight, Circular, Transition, Inlet, Apron, Returns, All Types will be paid for at the respective contract unit prices per linear foot as listed in the Proposal. The prices so-

stated constitute full and complete compensation for all traffic control, labor, materials, and equipment, sawcutting, removal and disposal of existing pavement structure, excavation for removal and setting, all handling, hauling and stockpiling, cleaning all sections to be reset, cutting and trimming as necessary to provide the maximum ½-inch opening across the top and down the front of the curbing, and to convert to transition curb for wheelchair ramps, cement mortar to fill joints greater than 1/8-inch, gravel borrow subbase course including compaction and fine grading unless otherwise noted, the resetting of the curb or edging to line and grade, backfilling, compacting, Class A concrete curb lock, and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

- B. Permanent HMA patching to match into existing asphalt will be paid separately under the appropriate bid items.
- C. Portland cement concrete sidewalks/driveways/wheelchair ramps will be paid for separately under the appropriate bid item.

906.05.3. Pay Items and Units:

- A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
906.9901	Furnish and Install Granite Curb Straight, Circular 7" Width	LF
906.9902	Furnish and Install Granite Curb Returns 7" Width	EA
906.9903	Furnish and Install Granite Inlet or Apron Stone 7" Width	EA
906.9904	Furnish and Install Granite Wheelchair Ramp Transition Curb 7" Width	LF
906.9905	Furnish and Install Granite Wheelchair Ramp Stone 7" Width	LF
906.9906	Install Salvaged Granite Curb Straight, Circular 7" Width	LF
906.9907	Install Salvaged Granite Curb Returns 7" Width	EA
906.9908	Install Salvaged Granite Inlet or Apron Stone 7" Width	EA
906.9909	Remove, Handle, Haul Trim Reset Curb Edging, Straight, Circular All Types	LF

END OF SECTION

SECTION 913

LAW ENFORCEMENT OFFICERS

913.01. DESCRIPTION

913.01.1. Police Details

- A. This work includes providing law enforcement officers as deemed necessary by the Engineer for the direction and control of both vehicular traffic and pedestrians within the limits of the Project.
- B. The primary function of uniformed law enforcement officers, with or without marked cruisers, is to supplement (not replace) the traffic control devices used to move road users safely and expeditiously through and/or around work areas while protecting on-site workers and equipment.
- C. When Police Details are required, it will be the responsibility of the Contractor to retain and coordinate the services of local police for traffic control necessary to complete the work.
- D. Police Details are to be used for temporary movement of traffic; and the safety/protection of the Contractor and traveling public. Police Details shall not be used for the safeguard of the work.

913.02. CONSTRUCTION METHODS

913.02.1. Police Details

- A. Contractor shall ensure that the number of law enforcement officers used at any location is no greater than the number necessary to adequately alert, slow, and/or control road users through or around the work zone.
- B. Police Details shall be required when:
 - 1. The construction activity results in limiting the roadway to one travel lane,
 - 2. Detours are required on bus routes, primary emergency routes and arterial roadways,
 - 3. Sidewalks are closed or obstructed in a school zone, when school is in session,
 - 4. Any time a motorist must violate basic traffic regulations (e.g., travel the wrong way on a one-way street),
 - 5. When, in the opinion of a ranking police officer, Owner, or Engineer that public safety would be significantly compromised without the presence of a detail officer.
- C. Police Details shall not be required when:

1. Local roads are closed.
 2. The construction activity results in a minor encroachment in the roadway and traffic is unrestricted. Under this condition, the Contractor shall provide a flagperson(s).
- D. If Police Details are required and cannot be provided by the City, the contractor shall provide flagpersons in lieu of Police Details.
- E. When ordering required Police Details, Contractor shall inform the Police Detail office that the work is for a DPW Project and shall provide them with project details provided by the DPW.
- F. When ordering non-required Police Details, Contractor shall inform that Police Detail office that the requested details are to be billed to the Contractor and not DPW.

913.03. METHOD OF MEASUREMENT

913.03.1. Police Details

- A. Services of law enforcement officers will be measured for payment by the number of hours for each person rendering services according to directions of the ranking police officer, Owner, or Engineer. This only includes, however, law enforcement officers that are employed within either the limits of the construction right-of-way for the Project, upon detours stipulated in the Contract, or upon detours ordered by the Engineer. Law enforcement officers furnished by the Contractor for continued use of a detour, bypass, or temporary traffic control beyond the period for which the Engineer deems that law enforcement officers are necessary to the proper completion of the Project, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

913.04. BASIS OF PAYMENT

913.04.1. Police Details

1. When required, Police Details will be billed directly to and paid for by DPW.

SECTION 914 FLAGPERSONS

914.01. DESCRIPTION

914.01.1. Flagpersons

This work includes providing flagpersons as required in the Contract, as needed by the Contractor, or as directed by the Engineer to assist in controlling traffic through the construction site.

914.02. QUALIFICATIONS

914.02.1. Flagpersons

- A. Provide flagpersons who are trained in safe traffic control practices and public contact techniques who are knowledgeable with the most recent publication of the “Flagging Handbook,” published by the Federal Highway Administration, and who possess a certificate of satisfactory completion from a training course approved by the Owner.
- B. Flagpersons who are unqualified or unable to meet the above requirements or who are unable to provide proper and effective traffic control may be removed at the discretion of the Engineer. In this case, provide qualified replacement flagpersons, and maintain the required traffic control measures for the work site at all times.

914.03. CONSTRUCTION METHODS

914.03.1. Flagpersons

See Section 913 Law Enforcement Officers for guidance on the use of flagpersons in work zones.

914.04. METHOD OF MEASUREMENT

914.04.1. Flagpersons

- A. Services of flagpersons will be measured for payment only when Police Details are required and cannot be obtained. All other services of flagpersons shall be considered incidental to the contract.
- B. When required in lieu of Police Details, services of flagpersons will be measured for payment by the number of hours for each person rendering services according to directions from the Engineer. This only includes, however, flagpersons that are employed within either the limits of the construction right-of-way for the Project, upon detours stipulated in the Contract, or upon detours ordered by the Engineer. Flagpersons

furnished by the Contractor when Police Details are not required or for its convenience will not be measured for payment.

914.05. BASIS OF PAYMENT

914.05.1. Flagpersons

- A. If flagpersons are used in lieu of Police Details, the cost of flaggers shall be paid for at the Contract Unit Price. The cost of flaggers in all other instances shall be considered incidental to the work and shall not be paid for separately.
- B. Flagpersons when used in lieu of Police Details will be paid for per hour worked.
- C. The unit bid price per manhour will constitute compensation for the flagpersons' services, including fringe benefits, and for associated protective clothing, hand signaling devices, communications equipment, and other applicable equipment and incidentals deemed necessary by the Engineer.

914.05.1. Pay Items and Units:

- A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
914.9910	Flagpersons	HR
914.9920	Flagperson - Overtime	HR

END OF SECTION

SECTION 932

CUTTING AND MATCHING PAVEMENT

932.01. DESCRIPTION

932.01.1. Full-Depth Sawcut of PCC or Asphalt Pavement/Sidewalk/Driveway

- A. This work shall consist of sawcutting both Portland cement concrete and bituminous concrete pavements and sidewalks to the required depths at the required locations indicated in the Contract Documents or as directed by the Engineer, all in accordance with these Specifications.

932.01.2. Horizontal Sawcutting/Grinding of Sidewalk

- A. This work shall consist of horizontal sawcutting or grinding of Portland cement concrete, bituminous concrete, paver or brick sidewalks, driveways and wheelchair ramps to eliminate vertical elevation differences/trip hazards up to three inches at the locations indicated in the Contract Documents or as directed by the Engineer, all in accordance with these Specifications.
- B. Contractor must be able to provide data from current and previous projects (as well as customer contact information for those projects) to demonstrate ability and experience with this type of work.

932.02. MATERIALS

- A. Not used.

932.03. CONSTRUCTION METHODS

932.03.1. Full-Depth Sawcut of PCC or Asphalt Sidewalk/Driveway

- A. The method of cutting shall be approved by the Engineer prior to the commencement of construction operations. The sections of existing pavement to be removed, surface course, base course, or combination thereof, shall be cut along the neat lines indicated in the Contract Documents or as directed by the Engineer. A vertical cut of at least 2 1/2-inches deep or to the depth of the concrete shall be made along the designated lines. Jackhammering of sawcut lines will not be accepted. The pavement to be removed shall then be chipped and removed. The edge of the cut joint shall be thoroughly cleaned by sweeping and blowing with compressed air. The clean edge shall then be protected by adequate measures until the new pavement or sidewalk is placed and matched thereto.
- B. Any existing pavement or sidewalk, surface course, base course, or combination thereof, beyond the neat lines called for on the Plans that is damaged or destroyed by the Contractor's operations shall be either repaired or replaced at no additional cost to the Owner.

- C. The Contractor shall verify that sidewalk basement or utility vaults are not present. Sawcutting through a structure in the sidewalk will be cause for repair by the Contractor with no additional compensation by the City.

932.03.2. Horizontal Sawcutting/Grinding of Sidewalk

- A. The method of cutting shall be approved by the Engineer prior to the commencement of construction operations. Horizontal sawcutting and/or grinding shall eliminate vertical trip hazards. Contractor must remove hazards completely from one end of the raised sidewalk joint to the other, leaving zero vertical differentials. The finish must be uniform in texture and appearance, leaving no grooves or ridges and have a coefficient of friction of at least 0.6. Only the higher of the two adjacent panels shall be cut and the cut shall be flush with lower panel. Grinding or pulverizing of Portland cement concrete is prohibited and the Contractor shall not use any filler material.
- B. The running slope horizontal sawcuts or grinding shall not exceed 1v:12h and it shall not be less than 1v:14h based on the height of the vertical difference in the sidewalk section to be repaired.
- C. The Contractor shall control the dust by means other than the use of water-cooling that creates a concrete slurry. Any dust or slurry residue shall be cleaned immediately from adjacent property and the public right-of-way. The Contractor must completely and immediately clean up all debris after each hazard is repaired. The Contractor shall not cause any damage to adjacent landscaping, retaining walls, sidewalks, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. Any damage shall be repaired at the Contractor's expense.
- D. The Contractor shall electronically catalog each repair location before the repair is made. The data collected shall be submitted and shall include height differential (in inches to the nearest 1/8 of an inch) at both ends of the hazard as well as the width of proposed repair (in feet). Data collected shall be extrapolated to show the calculated measurement in inch-feet.

932.04. METHOD OF MEASUREMENT

932.04.1. Full-Depth Sawcut of PCC or Asphalt Pavement/Sidewalk/Driveway

- A. When not included as an incidental item, "Full Depth Sawcut of PCC or Asphalt Pavement/Sidewalk/Driveway" will be measured by the length in linear feet of cuts actually made on designated courses of pavement or sidewalks as indicated in the contract details or as directed by the Engineer.
- B. All sawcuts required where the proposed work meets the existing pavement, sidewalks, or structures that will remain undisturbed shall not be considered incidental and shall be measured for payment. In cases where this paragraph conflicts with other sections of these specifications, this paragraph shall govern.
- C. No saw cutting will be measured for payment under this item which the Contractor may choose to do for the Contractor's own convenience.

932.04.2. Horizontal Sawcutting/Grinding of Sidewalk

- A. "Horizontal Sawcutting/Grinding of Sidewalk" will be measured in Inch-feet, by obtaining the average vertical difference (height at each end of the uplift, divided by 2), multiplied by the length of the sawcut.
- B. Example: If a trip hazard is cut 1” on one side and tapered to 0” on the other side of a 4-foot width sidewalk, it shall be calculated as follows: $(1'' + 0'') / 2 \times 4' = 2$ inch-feet

932.05. BASIS OF PAYMENT

932.05.1. Full-Depth Sawcut of PCC or Asphalt Sidewalk/Driveway

- A. When not included as an incidental item, the accepted quantities of “Full Depth Sawcut of PCC or Asphalt Sidewalk/Driveway” of the types specified will be paid for at their respective contract unit prices per linear foot as listed in the Proposal. The prices so-stated constitute full and complete compensation for all traffic control, labor, materials and equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

932.05.2. Horizontal Sawcutting/Grinding of Sidewalk

- A. The accepted quantities of "Horizontal Sawcutting/Grinding” will be paid for at their respective contract unit prices per inch-feet as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials and equipment, cleanup and all other incidentals required to finish the work, complete and accepted by the Engineer.

932.05.3. Pay Items and Units:

- A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
932.9901	Full-Depth Sawcut of PCC or Asphalt Pavement/Sidewalk/Driveway	LF
932.9903	Horizontal Sawcutting/Grinding of Sidewalk	IN-FT

END OF SECTION

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SECTION 935

REMOVING BITUMINOUS PAVEMENT BY MILLING

935.01. DESCRIPTION

- A. This work consists of the removal of bituminous material using milling, cold planing or grinding methods to a depth in two quantity groups and for the installation of speed lumps, speed humps, and raised crosswalks, as specified by the Engineer.

935.02. MATERIALS

- A. Refer to Standard Specification.

935.03. CONSTRUCTION METHODS

- A. Refer to Standard Specification.

935.04. METHOD OF MEASUREMENT

- A. “Removing Bituminous Pavement by Cold Planing” shall be measured by the number of SQUARE YARDS of said pavement actually removed by cold planing in accordance with the Plans and/or as directed by the Engineer.

935.05. BASIS OF PAYMENT

- A. The accepted quantity of “Removing Bituminous Pavement by Cold Planing ” will be paid for at the contract unit price per SQUARE YARD as listed in the Proposal, based on the area being cold planed. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials and equipment, and for all incidentals required to finish the work including traffic control, sweeping, legal disposal of millings, spray painting of raised structures, complete and accepted by the Engineer.

935.05.2. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
935.9901	Removing Bituminous Pavement by Milling <= 100 Sy	SY
935.9902	Removing Bituminous Pavement by Milling > 100 Sy	SY
935.9903	Removing Bituminous Pavement by Milling (for Speed Lumps, Speed Humps, and Raised Crosswalks)	SY

END OF SECTION

SECTION 1001

L01 - LOAM, PLANTABLE SOIL, OR HIGH ORGANIC SOIL

1001.01. DESCRIPTION

- A. This work consists of the installation and spreading of 4 inches loam borrow and installation of Type 2 grass seeding as directed by the Engineer.

1001.02. MATERIALS

- A. Loam shall comply with Sections L.01, L.02 and M.18 of the Standard Specifications.

1001.03. CONSTRUCTION METHODS

- A. “Loam Borrow 4 Inches Deep and Type 2 Seeding” shall be placed on the prepared surface. The loamed surface shall be graded, and all roots, sods, weeds, cobbles or stones greater than 1 inch shall be removed and legally disposed of.

1001.04. METHOD OF MEASUREMENT

- A. “Loam Borrow 4 Inches Deep and Type 2 Seeding” shall be measured by the SQUARE YARD of actual loam and seed installed, with an established stand of grass, free of weeds.

1001.05. BASIS OF PAYMENT

- A. The accepted quantity of “Loam Borrow 4 Inches Deep & Type 2 Seeding” shall be paid for at the contract unit price per Square Yard of actual loam and seed installed, with an established stand of grass, free of weeds.
- B. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials and equipment, and for all incidentals required to finish the work including preparation of the surface to be loamed, excavation of any necessary subgrade soils, installation of 4 inches loam, trimming and fine grading installation of type 2 grass seed, establishing a full stand of grass free of weeds, watering and any incidentals required, complete and accepted by the Engineer.

1001.05.2. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
L01.9901	Loam Borrow 4 Inches Deep & Type 2 Seeding	SY

END OF SECTION

SECTION 1002

L02 - SEEDING

1002.01. DESCRIPTION

- A. Subsection L.02.03.7; Failure to Perform Care During Construction, of the Standard Specifications requires that a daily charge be deducted from monies due to the Contractor in the event the Engineer decides that the care during construction has not been adequately controlled.
- B. The charge for this Contract will be \$100.00 per day.

END OF SECTION

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SECTION 1006

L06 – PLANTING

1006.01. DESCRIPTION

1006.01.1. Pine Bark Mulch (4” Deep)

- A. This work consists of the installation and spreading of 4 inches Pine Bark Mulch as directed by the Engineer.

1006.02. MATERIALS

1006.02.1. Pine Bark Mulch (4” Deep)

- A. Pine Bark Mulch shall comply with Sections L.06 and M.18 of the Standard Specifications.

1006.03. CONSTRUCTION METHODS

1006.03.1. Pine Bark Mulch (4” Deep)

- A. “Pine Bark Mulch (4” Deep)” shall be placed on the prepared surface. The surface shall be graded, and all roots, sods, weeds, cobbles or stones greater than 1 inch shall be removed and legally disposed of.

1006.04. METHOD OF MEASUREMENT

1006.04.1. Pine Bark Mulch

- A. “Pine Bark Mulch (4” Deep)” shall be measured by the SQUARE YARD of actual mulch installed.

1006.05. BASIS OF PAYMENT

1006.05.1. Pine Bark Mulch

- A. The accepted quantity of “Pine Bark Mulch (4” Deep)” shall be paid for at the contract unit price per SQUARE YARD of actual mulch installed.
- B. The price so-stated constitutes full and complete compensation for all traffic control, labor, materials and equipment, and for all incidentals required to finish the work including preparation of the surface to be loamed, excavation of any necessary subgrade soils, installation of 4 inches mulch, trimming and fine grading, and any incidentals required, complete and accepted by the Engineer.

1006.05.2. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
L06.9901	Pine Bark Mulch Furnish and Spread (4" Depth)	SY

END OF SECTION

SECTION 3011

T11 – TRAFFIC SIGNAL MAST ARMS, POLES AND FOUNDATIONS

3011.01. DESCRIPTION

3011.01.1. Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0

- A. The work under this item consists of furnishing and installing a precast pedestrian signal foundation to the dimensions indicated in RIDOT Standard 19.4.0.

3011.02. MATERIALS

3011.02.1. Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0

- A. All materials shall be in accordance with Section 601 and M.02 of the Standard Specifications unless otherwise specified by the Engineer.

3011.03. CONSTRUCTION METHODS

3011.03.1. Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0

- A. The Contractor shall excavate the proposed location for installation of a precast concrete pedestrian signal foundation. The foundation shall be bedded on 6 inches of $\frac{3}{4}$ " crushed stone, backfilled and compacted. The Contractor shall place a barrel or cone over the exposed anchor bolts until the Department of Public Works installs the pole. The Contractor shall temporarily restore the site using three inches hot mix asphalt Class 9.5 HMA until the permanent restoration occurs.

3011.04. METHODS OF MEASUREMENT

3011.04.1. Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0

- A. "Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std 19.4.0" shall be measured for payment per EACH in accordance with the contract details and/or as directed by the Engineer.

3011.05. BASIS OF PAYMENT

3011.05.1. Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0

- A. The accepted quantity of "Furnish And Install Precast Concrete Pedestrian Signal Foundation, Std 19.4.0" will be paid for at the Contract unit price per EACH as listed in the proposal. The price so stated constitutes full compensation for all labor, equipment, tools, including sawcutting, excavation, furnishing and installing the precast foundation, bedding, backfill, compaction, installing a cone or barrel over the anchor bolts,

temporary bituminous concrete restoration (if necessary) and all other incidentals required to finish the work, complete and accepted by the Engineer.

- B. The cost constructing the permanent restoration will be paid separately.

3011.05.2. Pay Items and Units:

- A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
T11.9901	Furnish and Install Precast Concrete Pedestrian Signal Foundation, Std. 19.4.0	EA

END OF SECTION

SECTION 3018

T18 – DELINEATORS AND OBJECT MARKERS

3018.01. DESCRIPTION

3018.01.1. Traffic Separator Curb

- A. This work shall consist of furnishing and installing traffic separator curb with flex posts at the locations indicated on the Plans and/or as directed by the Engineer, all in accordance with the RIDOT Standard Specifications for Road and Bridge Construction, Amended 2018, with all revisions.

3018.01.2. Flexible Delineator Post

- A. This work shall consist of furnishing and installing flexible delineator posts at the locations indicated on the Plans and/or as directed by the Engineer, all in accordance with the RIDOT Standard Specifications for Road and Bridge Construction, Amended 2018, with all revisions.

3018.02. MATERIALS

3018.02.1. Traffic Separator Curb

- A. The traffic separator curb with flex posts shall meet the following requirements.
 - 1. Dimensions: Curb modular unit: 40"L x 8"W x 2"H; Flexpost: 36"H x 3" dia.
 - 2. Material: injection-molded plastic resistant to ultraviolet light, ozone, and hydrocarbons.
 - 3. Weight: 6.5 lbs. per section.
 - 4. Colors: shall be the same color as the pavement edge line.
 - 5. MASH 2009 Accepted; FHWA #WZ-304, WZ-317.
 - 6. Arched Glass Element Reflectors (meeting ASTM D4280 standard, 45 degrees in each direction).
 - 7. Flexpost
- B. Traffic Separator Curb with Flexpost shall be Tough Curb XLP and MP Flex Post as manufactured by Impact Recovery Systems, www.impactrecovery.com, 210-736-4477, or approved equal.

- C. Submittals:
 - 1. Traffic Separator Curb with Flexpost.
 - 2. Concrete screw anchors.

3018.02.2. Flexible Delineator Post

- A. The post shall be thermoplastic polyurethane, round post, three (3) inches in diameter. The post shall be thirty-six (36) inches in height. The flexible delineator post shall consist of a flexible, durable, non-discoloring material capable of recovering from at least 10 impacts at 55 mph. The color of the flexible delineator post shall be yellow, white, or as specified on the plans. The post shall be compliant with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and National Cooperative Highway Research Program (NCHRP) Report 350 accepted. Two three (3) inch wide impact resistant bands of retro reflective sheeting shall be applied by the manufacturer to provide 360 degrees of coverage surrounding the flexible delineator post, with the top band being a maximum of 2” from the top of the tube. The sheeting shall be appropriate color to meet requirements of the MUTCD.
- B. The post shall be screwed into the roadway surface using an embedded anchor cup (4” deep) unless otherwise specified.
- C. All posts shall be provided with supplementary components necessary for installation.
- D. All materials shall be new, of good quality, and without defects that would lessen the quality of the product.
- E. Posts that are not compatible will be rejected.
- F. Posts shall be City Post model EAC Channelizer Post as manufactured by Pexco, LLC – Davidson Traffic Control Products, www.pexco.com, 253-284-8000, or approved equal.
- G. The submittal requirements of this specification item include:
 - 1. Flexible delineator post.
 - 2. Embedded anchor cup base.

3018.03. CONSTRUCTION METHODS

3018.03.1. Traffic Separator Curb

- A. Traffic Separator Curb with Flex Posts shall be installed per manufacturer’s using FG 300 Anchor Bolt and Drill Bit that meet the following specifications:
 - 1. Anchor Bolts: Channelizer posts shall be secured to the roadway with three (3) removable and reusable one-piece carbon steel anchor bolts with a finished hex head, integral washer, dual lead threads and chamfered tip. One-piece bolts shall be used to eliminate improper assembly; dual-thread bolts shall be used to prevent

bolts spinning in holes when tightened. The anchors shall be designed to be installed in a hole that is pre-drilled using a specially matched tolerance drill bit. All bolts shall be completely removable with standard power tools.

2. Lengths: For concrete pavements, a 3/8 x 2.50 inch long anchor bolt shall be used. For asphalt pavements, a 3/8 x 4.0 inch long anchor bolt shall be used.
 3. Drill Bits: If required by the manufacturer for proper performance, the anchor bolts must be installed with a special bit with a matched tolerance range designed to provide optimum performance for the anchor.
 4. NCHRP 350 Acceptance: The bolts shall be fully crash-tested along with their associated channelizer posts and pass the requirements of AASHTO's NTPEP Test Deck. The entire system, including bolts, bases and uprights, shall be fully crash-tested and accepted by the U.S. Department of Transportation, Federal Highway Administration (FHWA) as a Category II device per the requirements specified in NCHRP Report # 350. Certifications of acceptance to these standards must be supplied by the manufacturer upon request.
- B. Immediately following striping completion, cones shall be placed in the buffer space. Within 48 hours of striping completion, Traffic Separator Curb with Flexpost shall be installed.

3018.03.2. Flexible Delineator Post

- A. The flexible delineator posts shall be installed in accordance with the manufacturer's recommendations.
- B. Flexible delineator posts shall be installed within 48 hours after pavement striping.

3018.04. METHODS OF MEASUREMENT

3018.04.1. Flexible Delineator Post

- A. "Flexible Delineator Posts" will be measured per "Each" such post actually installed in accordance with the Plans and/or as directed by the Engineer.

3018.05. BASIS OF PAYMENT

3018.05.1. Traffic Separator Curb

- A. "Traffic Separator Curb with Flexpost" will be paid for at the contract unit price per "Each" as listed in the Proposal. The price so-stated constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

3018.05.2. Flexible Delineator Post

- A. "Flexible Delineator Posts" will be paid for at the contract unit price per "Each" as listed in the Proposal. The price so stated constitutes full compensation for all labor, equipment, tools, including protection of newly installed posts from traffic, layout

cleaning and sweeping, and all other incidentals required to finish the work, complete and accepted by the Engineer.

3018.05.3. Pay Items and Units:

A. The following pay items are included under this section.

Item No.	Item	Unit of Measure
T18.9901	Traffic Separator Curb with Flexpost	EA
T18.9902	Flexible Delineator Post	EA

END OF SECTION

APPENDIX D:

CONSTRUCTION DETAILS

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CITY OF PROVIDENCE - STANDARD DETAILS

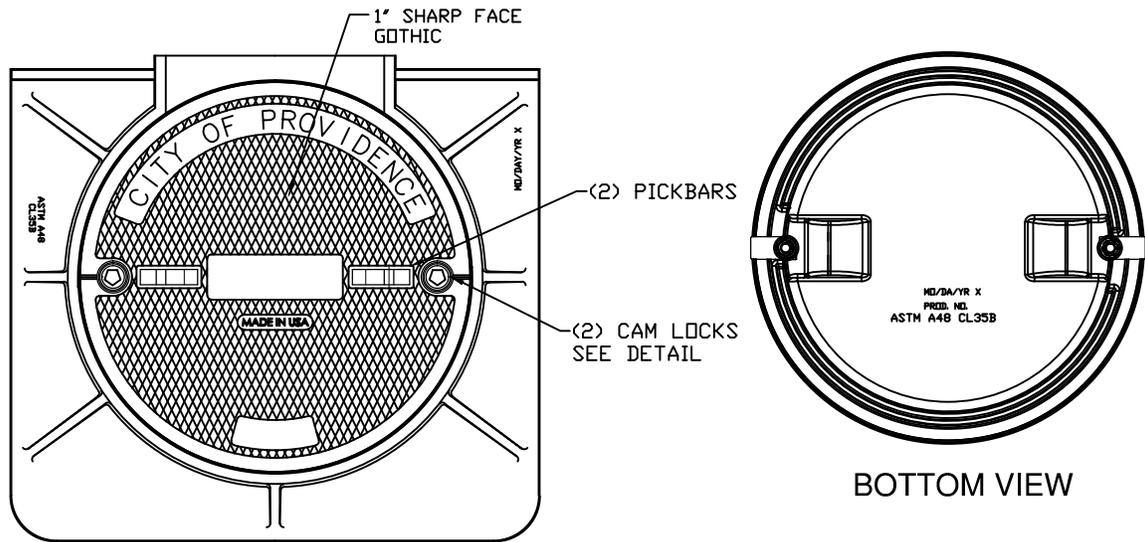
INDEX

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

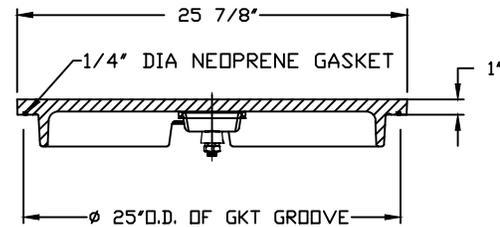
43.3.1	1/6/17	Wheelchair Ramp for Limited Right-of-Way Areas (RIDOT Standard)
43.3.2	1/6/17	Ramp-Landing for Narrow Sidewalk (RIDOT Standard)
48.1.0	1/6/17	Detectable Warning Panel Placement (RIDOT Standard)
43.5.0 P	rev. 10/6/17	Cement Concrete Driveways
43.6.0 P	1/30/26	Compound Slope Sidewalk
60.1.0 P	rev. 1/30/26	Temporary Roadway Restoration
60.2.1 P	1/6/17	Permanent Roadway Restoration – Granular Base
60.2.2 P	rev. 1/30/26	Permanent Roadway Restoration – Concrete Base
60.2.3 P	8/8/17	Cobblestone Restoration – Granular Base
60.4.0 P	1/6/17	Inlet/Apron Stone Reveal
SL.1.0 P	1/30/2026	Speed Lumps

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

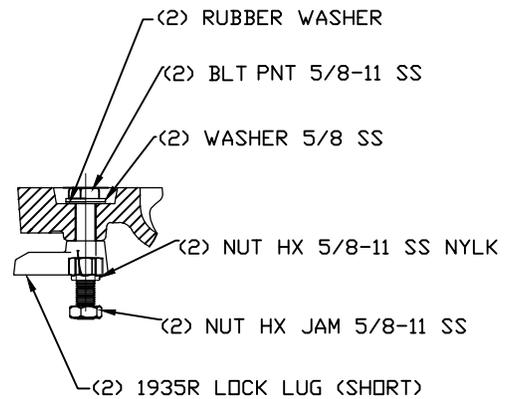
http://www.dot.ri.gov/documents/doingbusiness/RIDOT_Std_Details.pdf



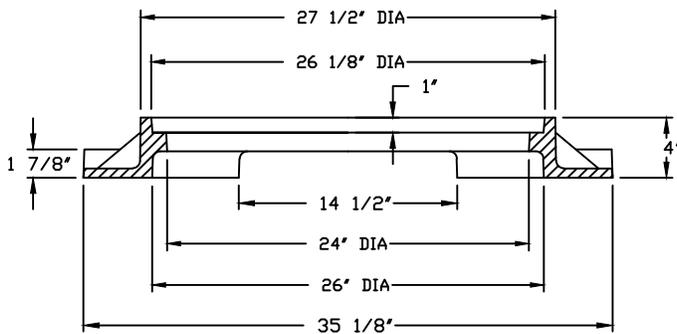
BOTTOM VIEW



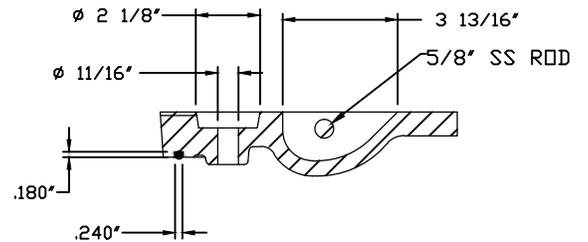
SECTION VIEW



LOCK LUG ASSEMBLY



SECTION



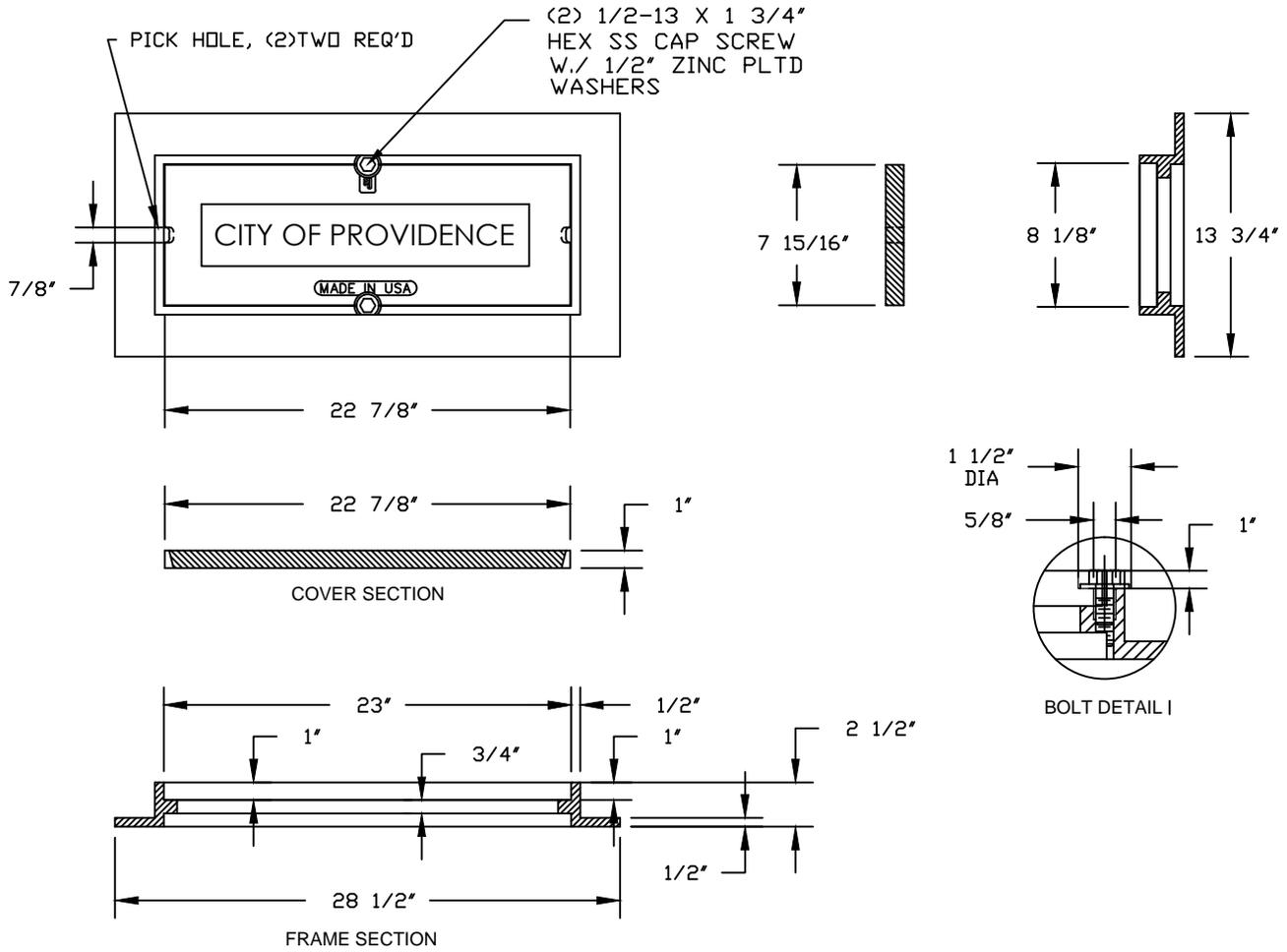
PICKBAR & LOCKLUG HOLE DETAIL

NOTES:

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

SIDEWALK MANHOLE FRAME AND COVER



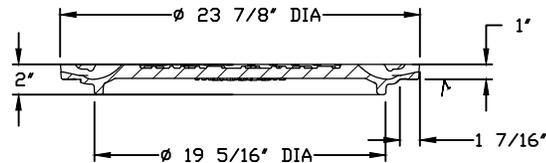
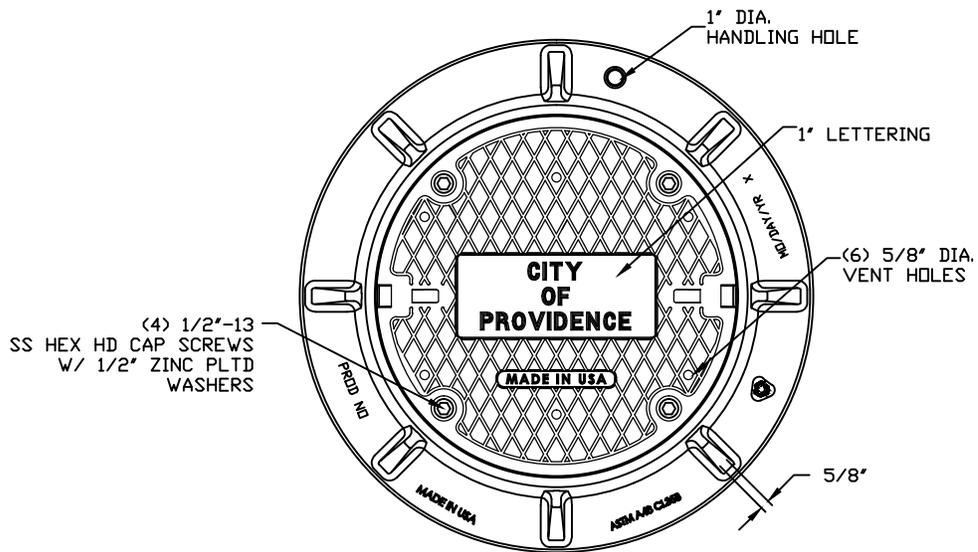


Notes:

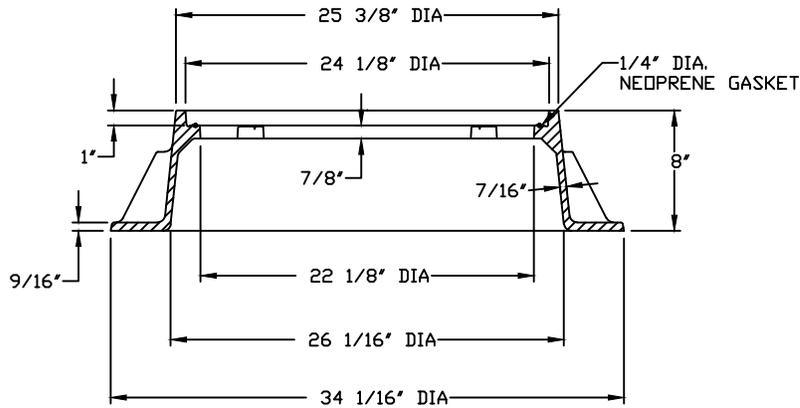
1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
2. All materials shall be gray iron and shall be ASTM A48 certified.
3. Shall be EJ Product 801144B01 or approved equal.

CHUTE FRAME AND COVER

6.1.2 P
PROVIDENCE
STANDARD



COVER SECTION



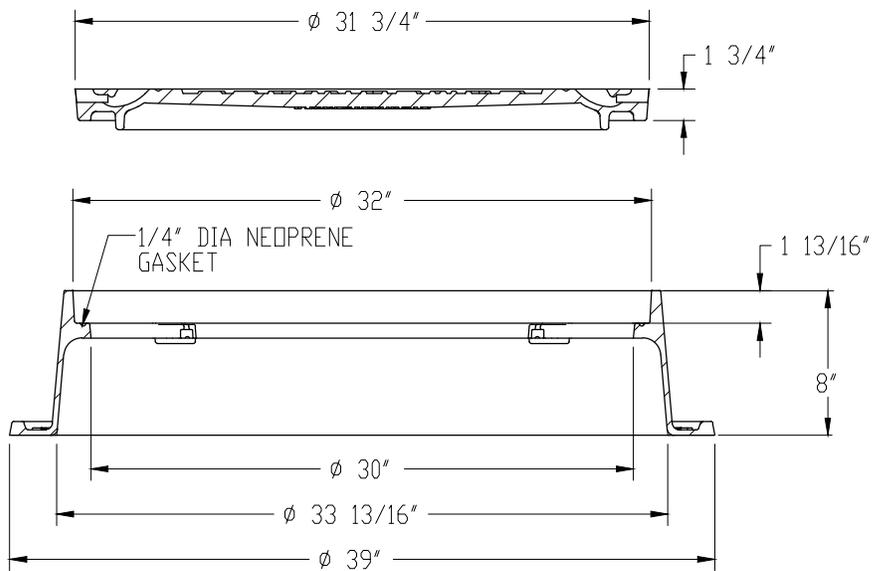
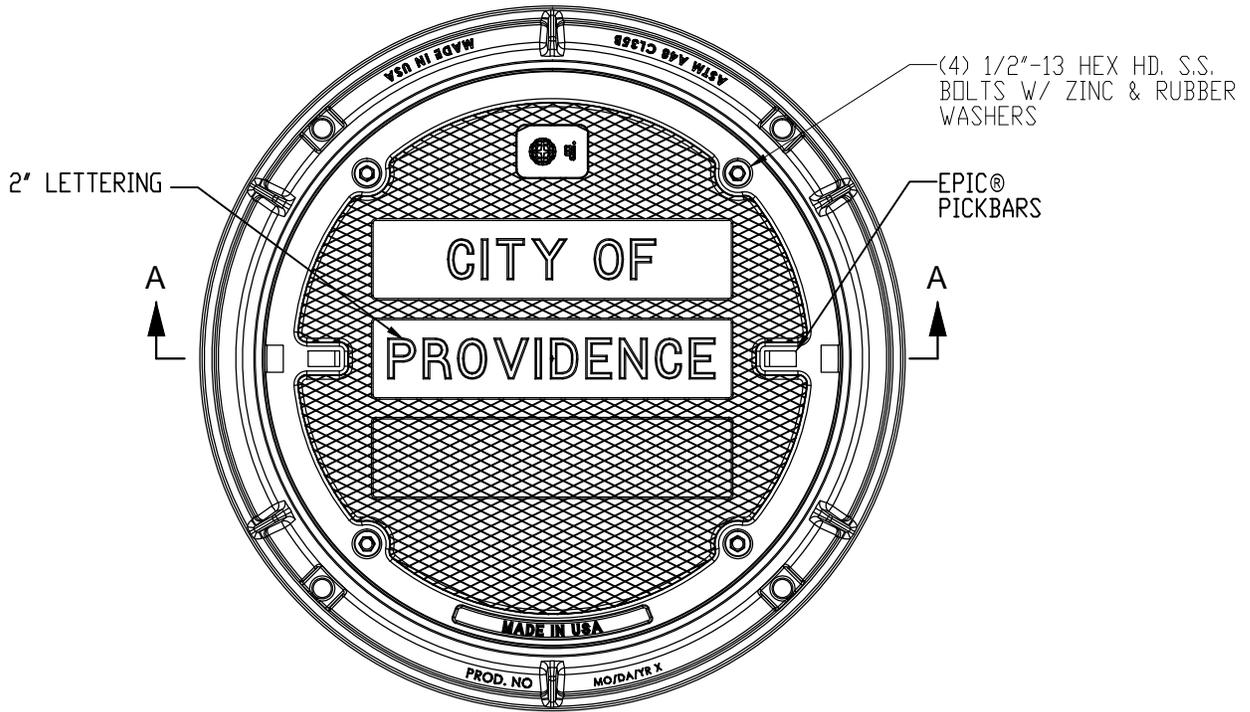
FRAME SECTION

NOTES:

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

HEAVY DUTY MANHOLE FRAME AND COVER-24 INCH





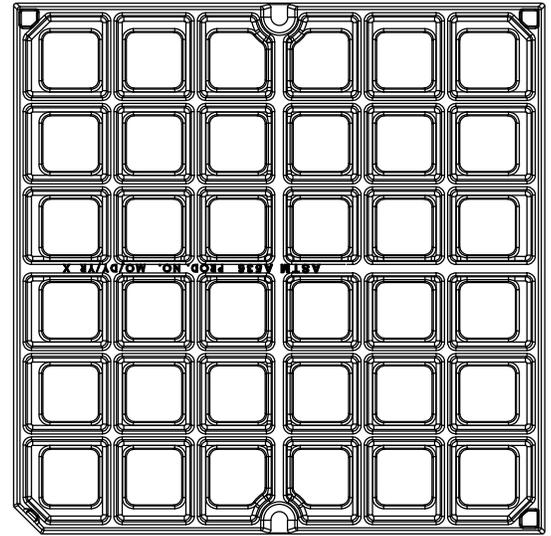
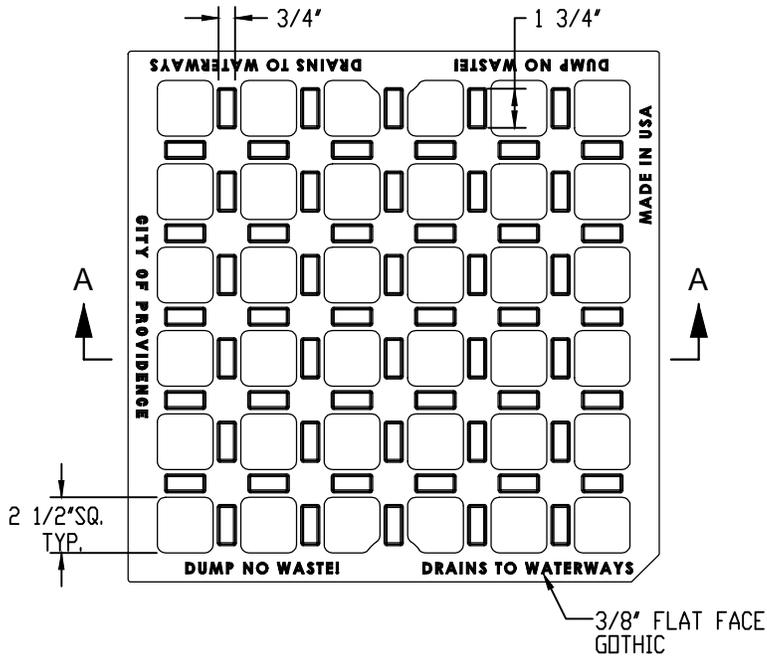
SECTION A-A

Notes:

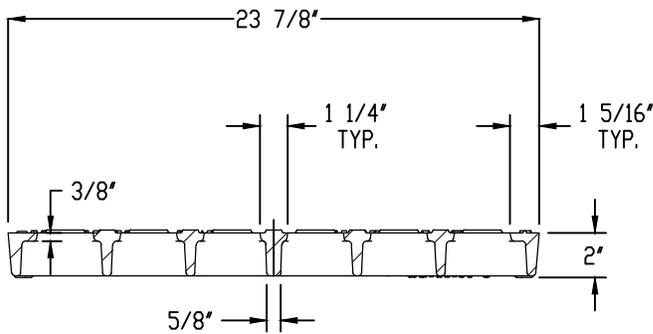
1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
2. All materials shall be gray iron and shall be ASTM A48 certified.
3. Shall be EJ Product 200694W03 or approved equal.

HEAVY DUTY MANHOLE FRAME AND COVER-32 INCH





BOTTOM VIEW



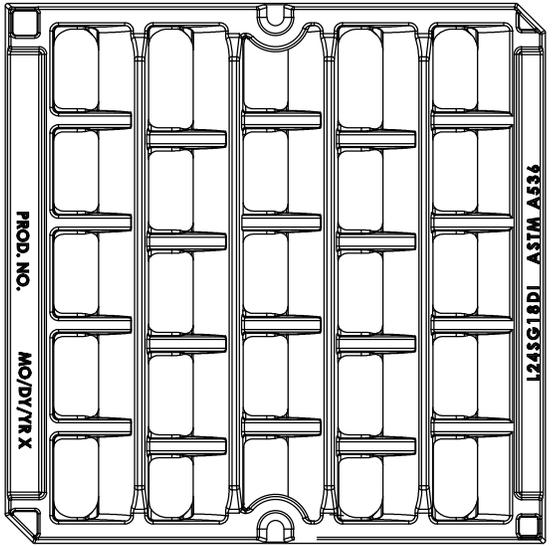
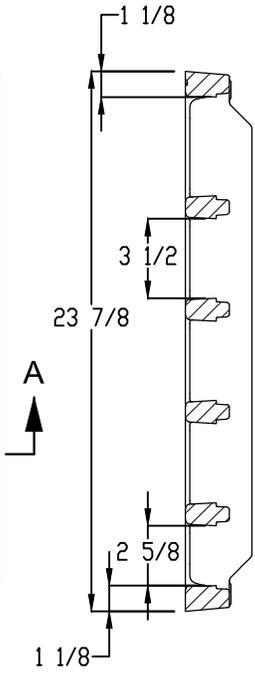
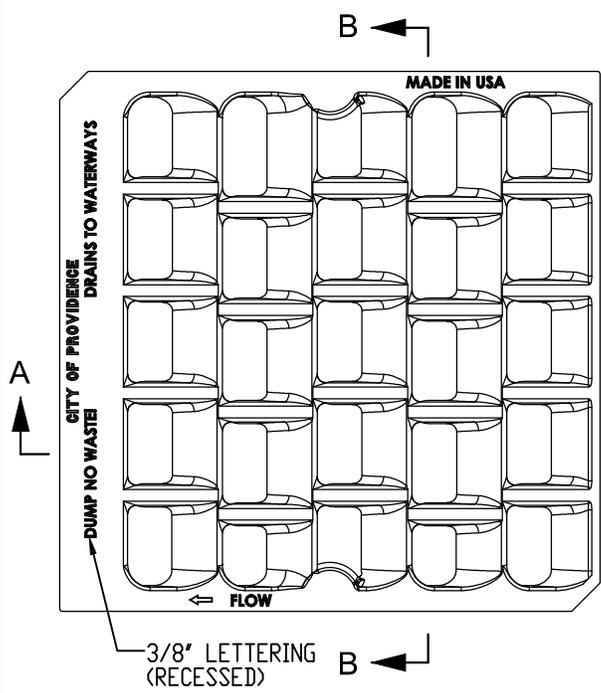
SECTION A-A

NOTES:

1. MATERIALS SHALL CONFORM TO SECTION M.04 OF THE RHODE ISLAND STANDARD SPECIFICATIONS.
2. THE GRATE MATERIAL SHALL BE DUCTILE IRON. MATERIALS SHALL BE ASTM A536 CERTIFIED.
3. OPEN AREA OF GRATE SHALL BE EQUAL TO OR GREATER THAN 217 SQUARE INCHES.
4. SHALL BE EJ PRODUCT 5520002 OR APPROVED EQUAL.

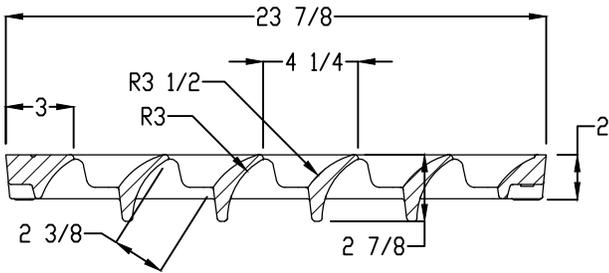
STANDARD CAPACITY GRATE





SECTION B-B

BOTTOM VIEW



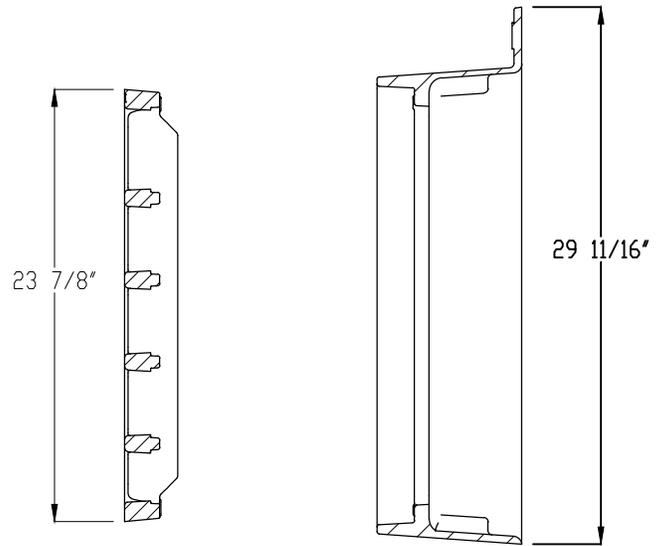
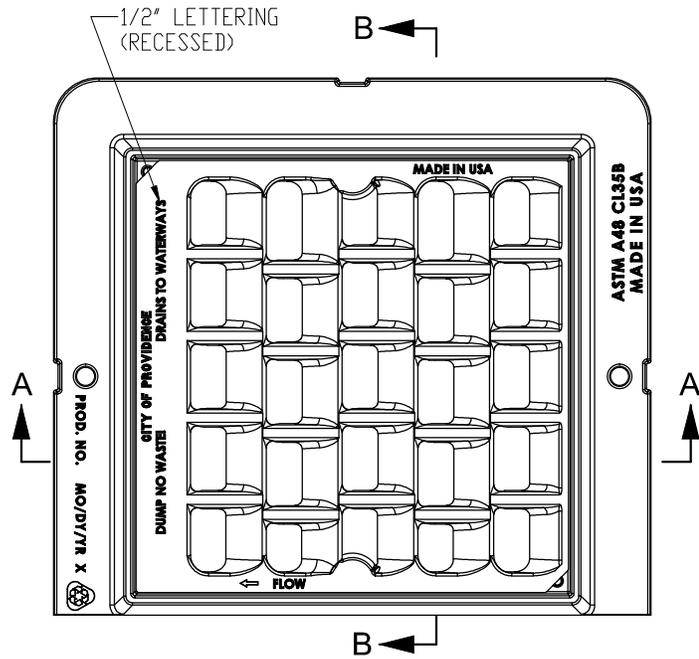
SECTION A-A

NOTES:

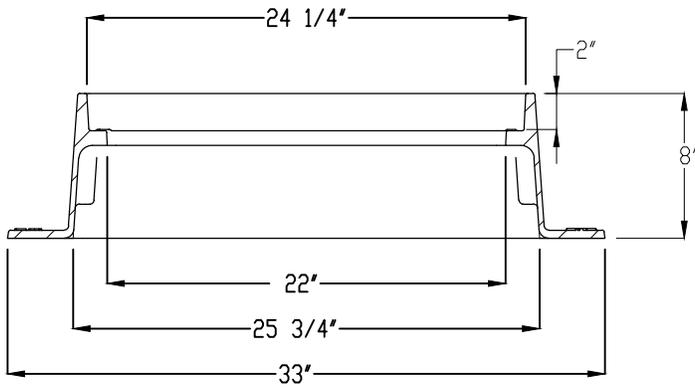
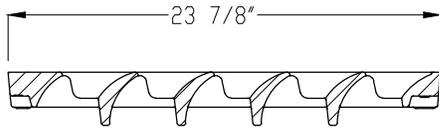
1. MATERIALS SHALL CONFORM TO SECTION M.04 OF THE RHODE ISLAND STANDARD SPECIFICATIONS.
2. THE GRATE MATERIAL SHALL BE DUCTILE IRON. MATERIALS SHALL BE ASTM A536 CERTIFIED.
3. OPEN AREA OF GRATE SHALL BE EQUAL TO OR GREATER THAN 325 SQUARE INCHES.
4. SHALL BE EJ PRODUCT 5520001 OR APPROVED EQUAL.

HIGH CAPACITY GRATE





SECTION B-B



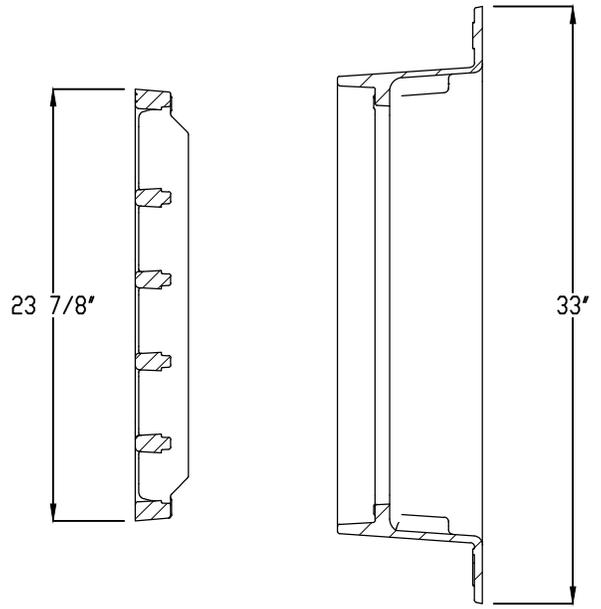
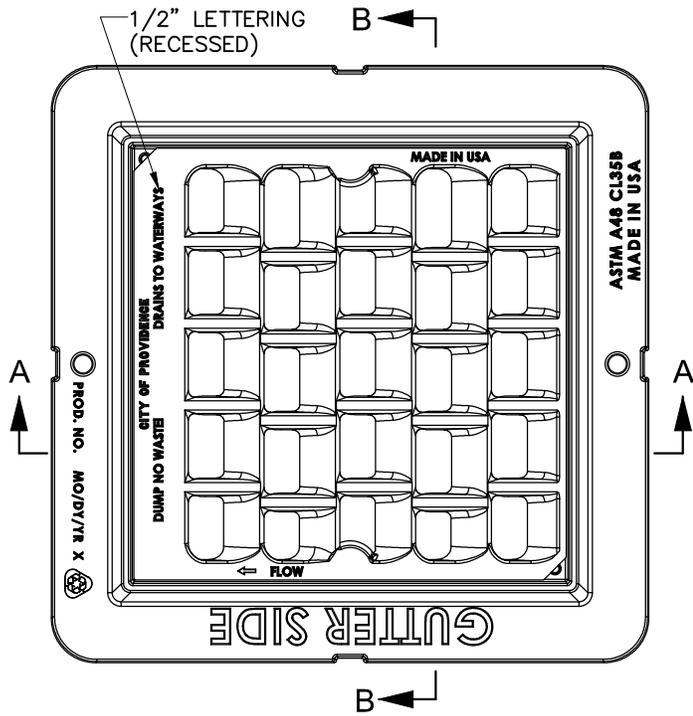
SECTION A-A

Notes:

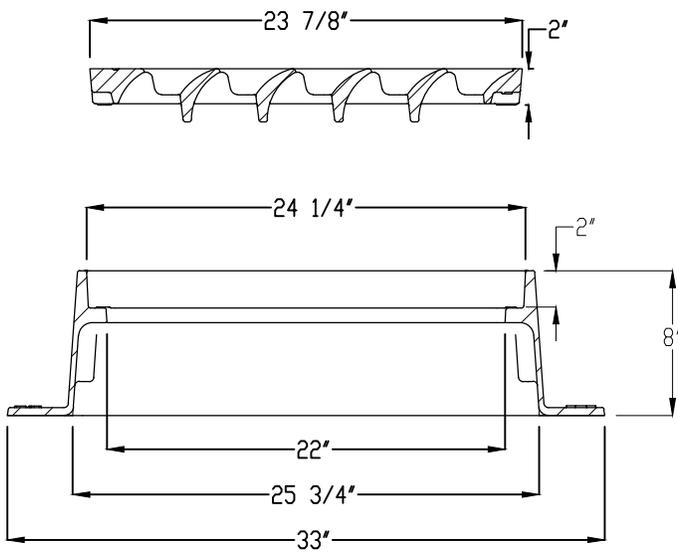
1. Materials shall conform to Section M.04 of the Rhode Island Standard Specifications.
2. The grate material shall be ductile iron and the frame material shall be grey iron. All materials shall be certified ASTM A536 and ASTM A48 respectively.
3. Open area of grate shall be equal to or greater than 325 square inches.
4. Shall be EJ Product 5520001C01 or approved equal.

HIGH CAPACITY GRATE AND THREE FLANGE FRAME

6.3.4 P
PROVIDENCE
STANDARD



SECTION B-B



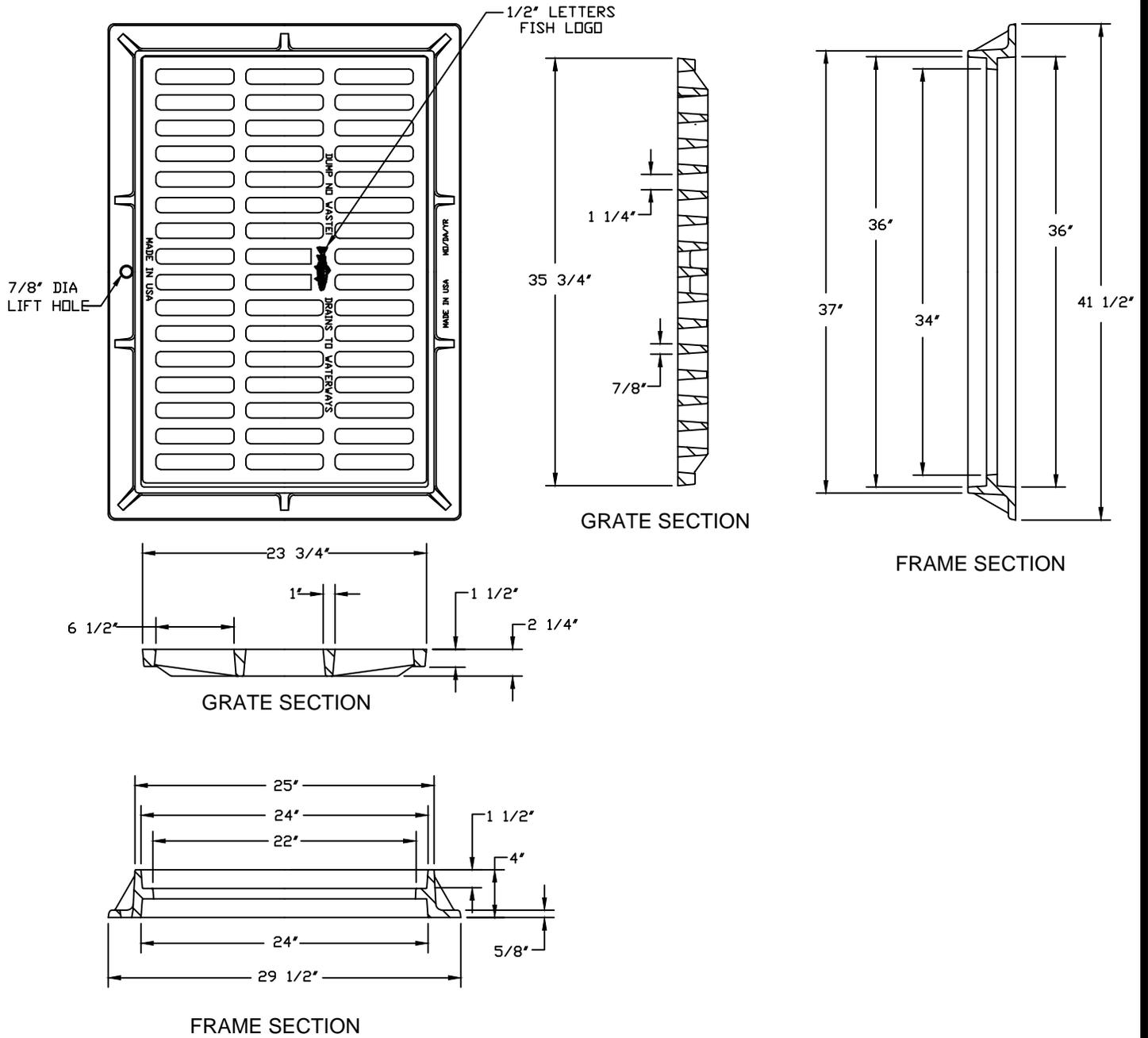
SECTION A-A

Notes:

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

HIGH CAPACITY GRATE AND FOUR FLANGE FRAME

6.3.5 P
PROVIDENCE
STANDARD

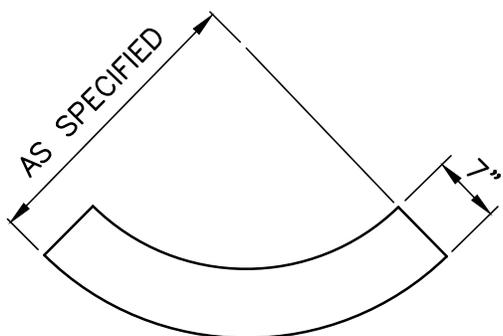
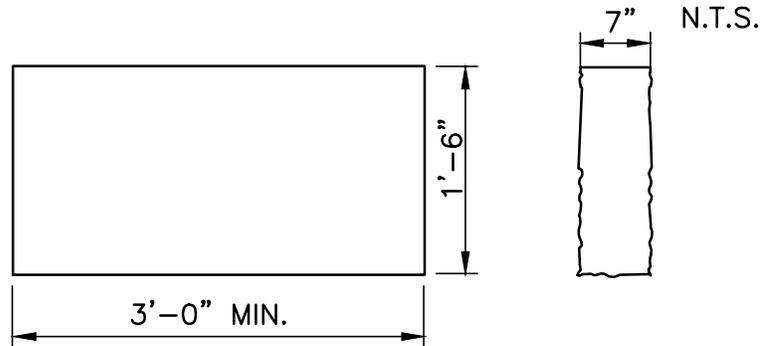


Notes:

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

RECTANGULAR FRAME AND GRATE





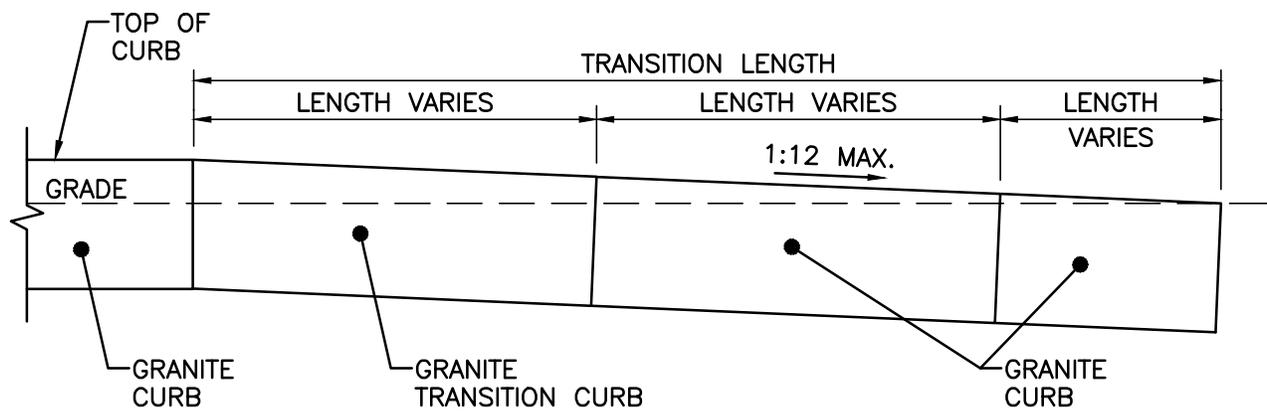
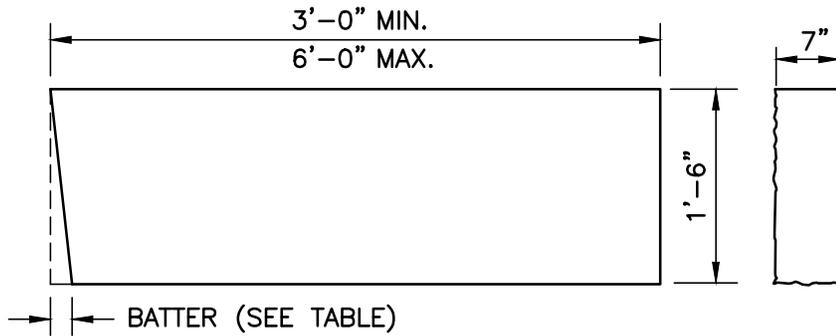
NOTE:

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

GRANITE CURB - STRAIGHT AND CIRCULAR

N.T.S.





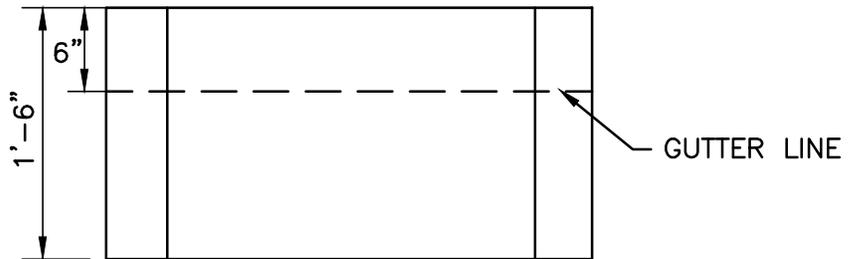
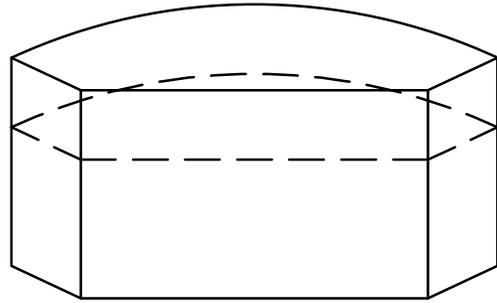
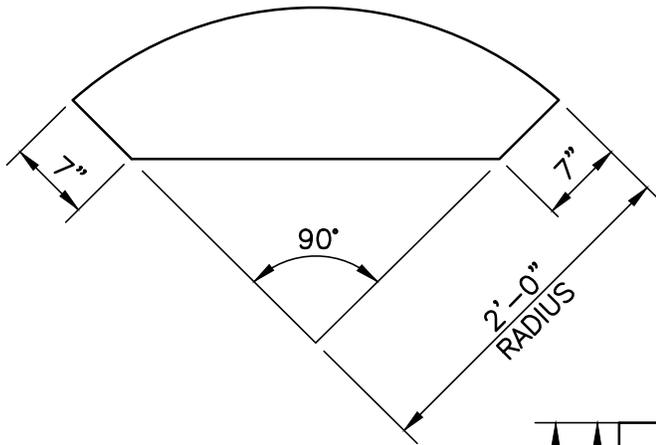
TRANSITION LENGTH (FT.)	BATTER (IN.)
6.0	1.5
7.0	1.3
8.0	1.2
9.5	1.0
11.5	0.8
15.0	0.6
18.0	0.5

NOTES:

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

**GRANITE WHEELCHAIR RAMP
TRANSITION CURB**

N.T.S.



NOTES:

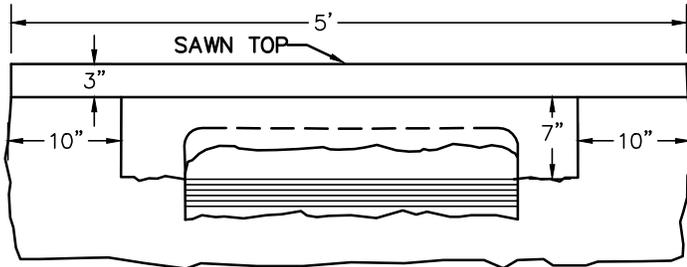
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER TO BE QUARRY SPLIT OR SAWCUT.

GRANITE 2'-0" RADIUS CURB RETURN

N.T.S.

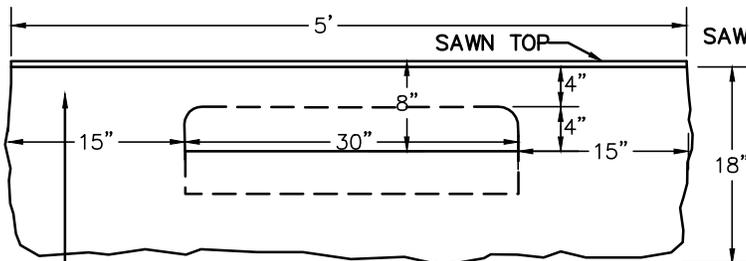


BACK SURFACE SHALL HAVE NO PROJECTIONS FOR A DISTANCE OF 3" DOWN FROM THE TOP UNLESS OTHERWISE SAWN

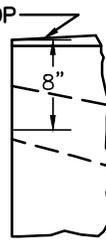


REAR VIEW
N.T.S.

QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



FRONT VIEW
N.T.S.



END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9," UNLESS OTHERWISE SAWN

LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

FRONT FACE SHALL BE AT RIGHT ANGLES TO THE PLANE OF THE TOP AND SHALL BE SMOOTH QUARRY SPLIT, UNLESS OTHERWISE SAWN

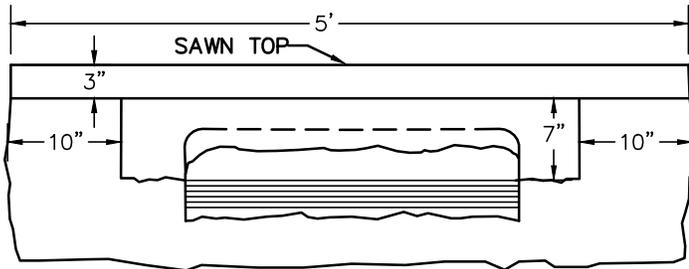
FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN 3/4" OR DEPRESSION GREATER THAN 1/2" FOR A DISTANCE DOWN FROM THE TOP OF 9", UNLESS OTHERWISE SAWN

GRANITE INLET STONE - 30" OPENING

N.T.S.

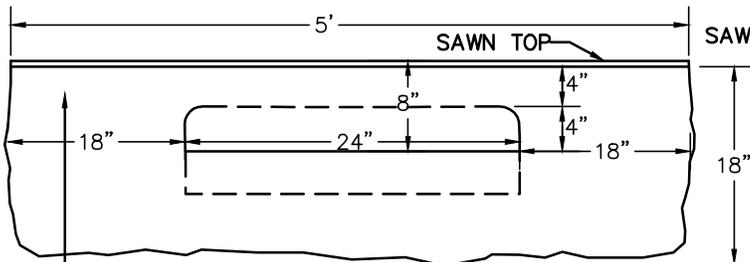


BACK SURFACE SHALL HAVE NO PROJECTIONS FOR A DISTANCE OF 3" DOWN FROM THE TOP UNLESS OTHERWISE SAWN

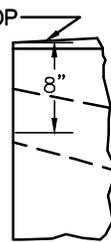


REAR VIEW
N.T.S.

QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



FRONT VIEW
N.T.S.



END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9," UNLESS OTHERWISE SAWN

LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

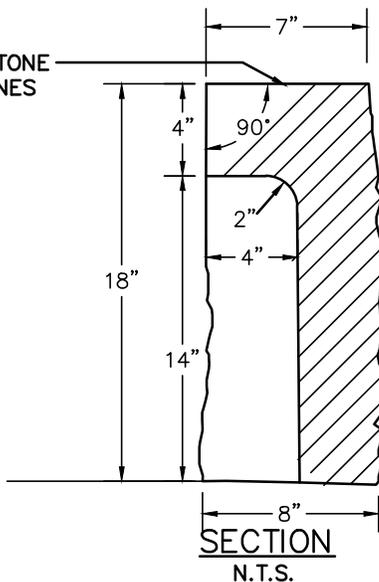
FRONT FACE SHALL BE AT RIGHT ANGLES TO THE PLANE OF THE TOP AND SHALL BE SMOOTH QUARRY SPLIT, UNLESS OTHERWISE SAWN

FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN 3/4" OR DEPRESSION GREATER THAN 1/2" FOR A DISTANCE DOWN FROM THE TOP OF 9", UNLESS OTHERWISE SAWN

GRANITE INLET STONE - 24" OPENING
N.T.S.

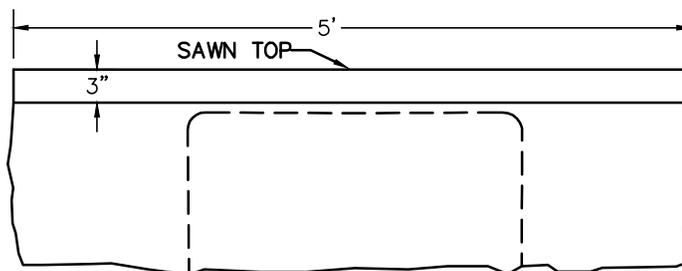


TOP SURFACE OF APRON OR REGULAR INLET STONE SHALL BE SAWN TO APPROXIMATELY TRUE PLANES TOP SURFACE SHALL HAVE NO PROJECTION OR DEPRESSION GRATER THAN 1/8".

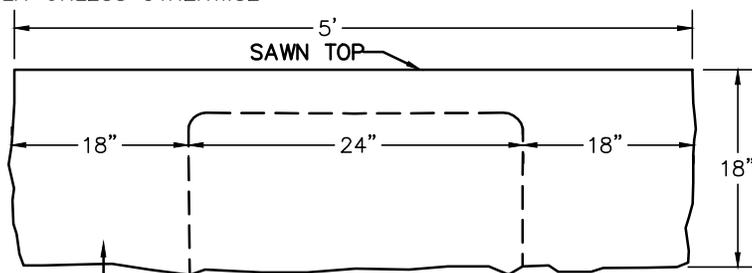


END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9"

QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



FRONT FACE SHALL BE AT RIGHT ANGLES TO THE PLANE OF THE TOP AND SHALL BE SMOOTH QUARRYSPLIT UNLESS OTHERWISE SAWN



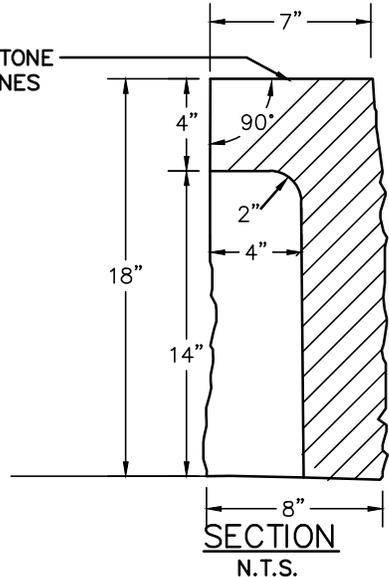
LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN 3/4" OR DEPRESSION GREATER THAN 1/2" FOR A DISTANCE DOWN FROM THE TOP OF 9" UNLESS OTHERWISE SAWN

GRANITE APRON STONE - 24" OPENING
N.T.S.

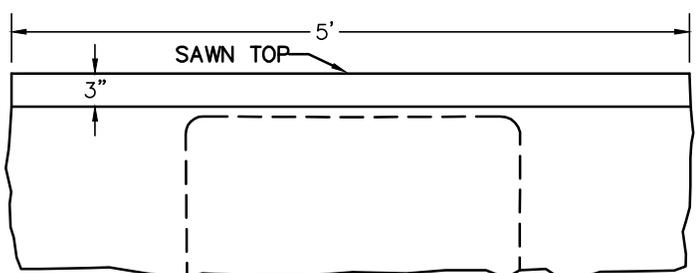


TOP SURFACE OF APRON OR REGULAR INLET STONE SHALL BE SAWN TO APPROXIMATELY TRUE PLANES TOP SURFACE SHALL HAVE NO PROJECTION OR DEPRESSION GRATER THAN 1/8".

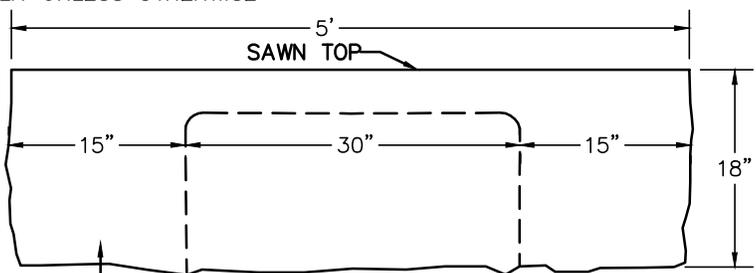


END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9"

QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



FRONT FACE SHALL BE AT RIGHT ANGLES TO THE PLANE OF THE TOP AND SHALL BE SMOOTH QUARRYSPLIT UNLESS OTHERWISE SAWN

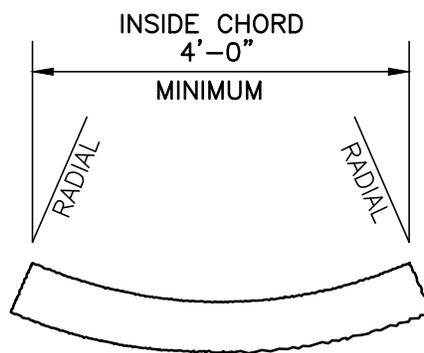
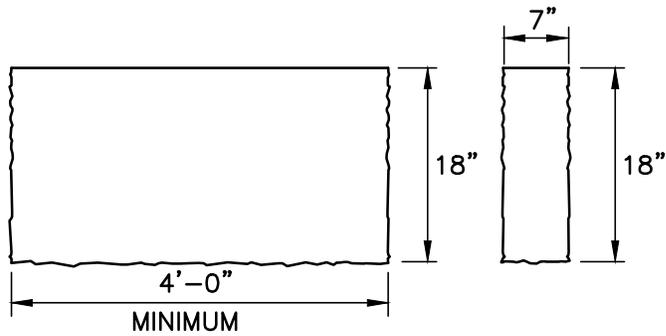


LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN 3/4" OR DEPRESSION GREATER THAN 1/2" FOR A DISTANCE DOWN FROM THE TOP OF 9" UNLESS OTHERWISE SAWN

GRANITE APRON STONE - 30" OPENING
N.T.S.





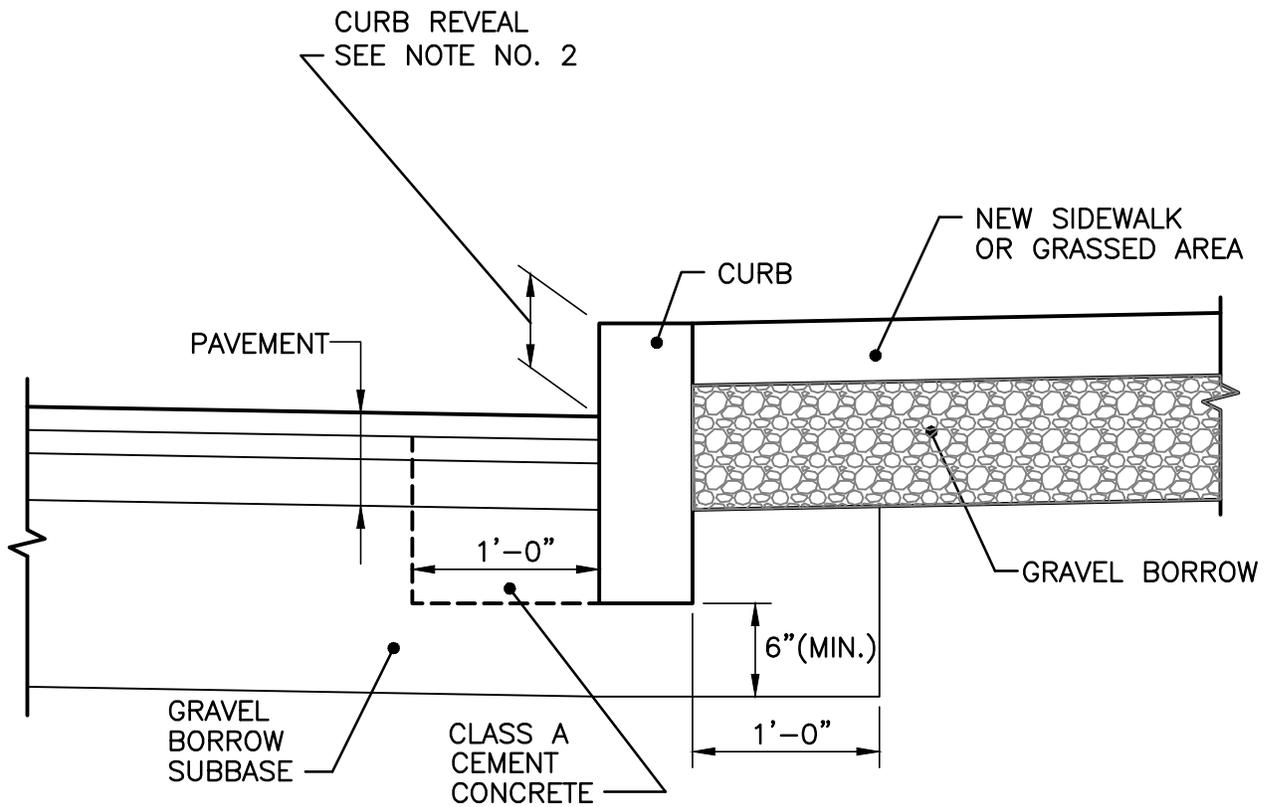
NOTES:

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

GRANITE RAMP STONE

N.T.S.





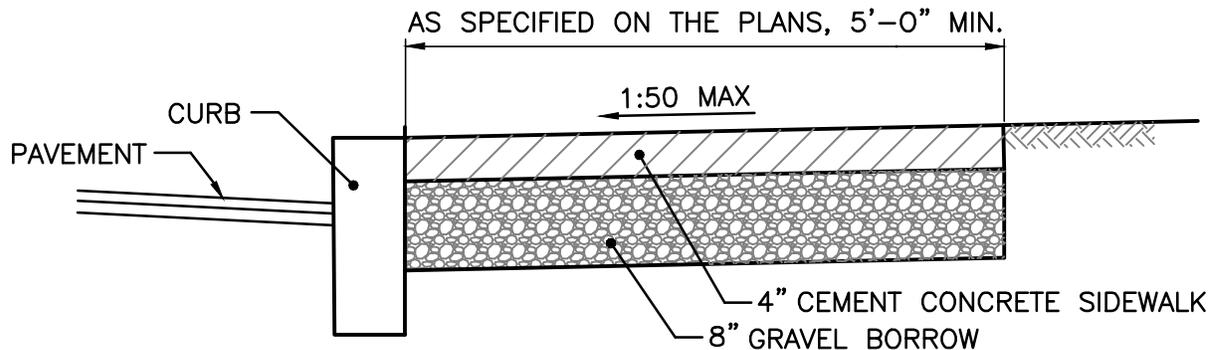
NOTES:

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

CURB SETTING DETAIL

N.T.S.





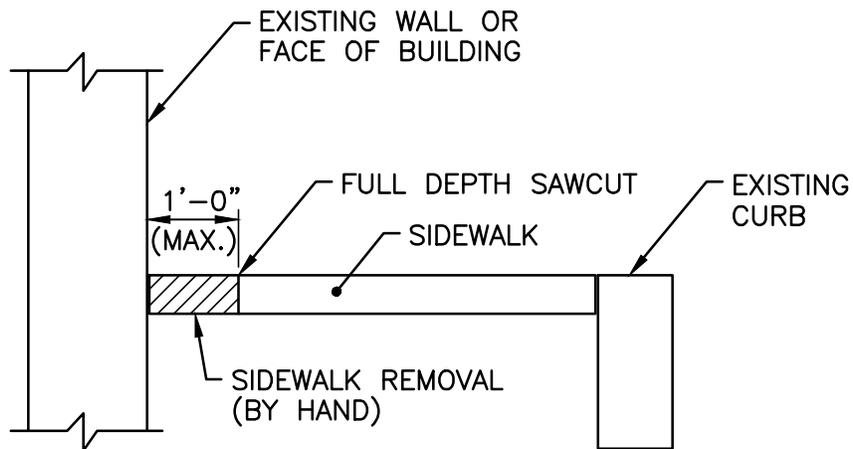
NOTES

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

CEMENT CONCRETE SIDEWALK

N.T.S.





NOTES:

1. IN AREAS WHERE SIDEWALKS ARE TO BE REMOVED IN FRONT OF EXISTING WALLS OR BUILDINGS, THE CONTRACTOR SHALL SAWCUT ONE(1) FOOT (MAXIMUM) IN FRONT OF THE WALL/BUILDING AND REMOVE THE SIDEWALK STRUCTURE BY HAND.
2. IN THE EVENT THAT THE EXISTING SIDEWALK IS A STRUCTURAL ELEMENT OF THE WALL/BUILDING, THE EXISTING SIDEWALK IN FRONT OF THESE STRUCTURES WILL REMAIN IN-PLACE AND A NEW SIDEWALK CONSTRUCTED TO MATCH THE EXISTING SECTION.
3. ANY DAMAGE TO THE WALL OR BUILDING BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.

SIDEWALK REMOVAL DETAIL

N.T.S.





Issue Date: 1/6/17

Revised: 6/14/19

PROVIDENCE WHEELCHAIR RAMP STANDARDS

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

43.3.0 – Wheelchair Ramp

43.3.1 – Wheelchair Ramp for Limited Right-of-Way Areas

43.3.2 – Ramp-Landing for Narrow Sidewalk

48.1.0 – Detectable Warning Panel Placement

Please note:

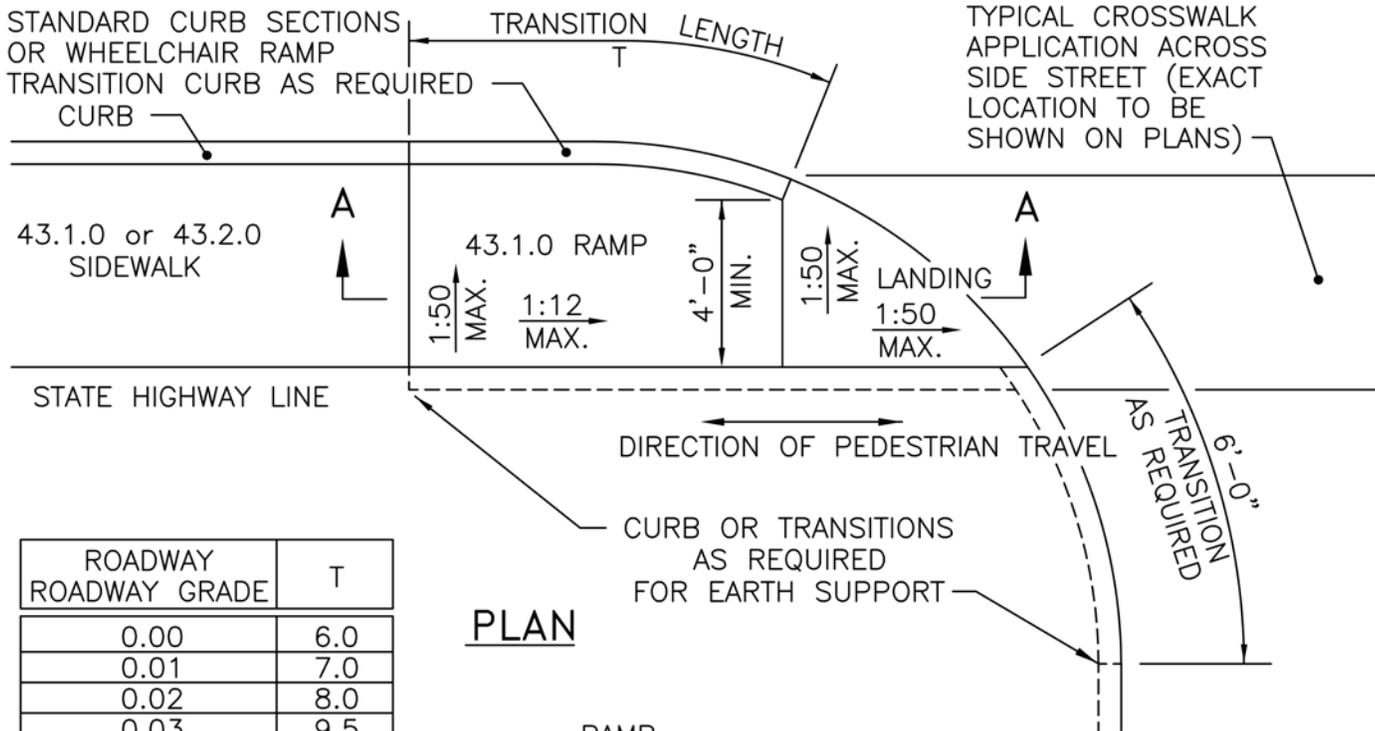
1. All sidewalks and wheelchair ramps shall be Portland cement concrete.
2. All references to curbing in the RIDOT standard details shall be Providence Standard 7" wide granite curb

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

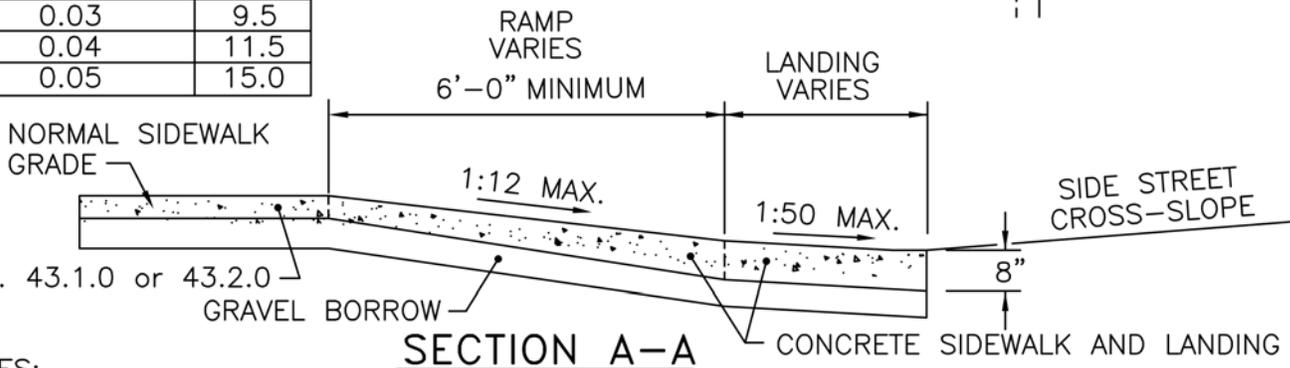
401 467 7950 ph | 401 941 2567 fax

www.providenceri.com



ROADWAY ROADWAY GRADE	T
0.00	6.0
0.01	7.0
0.02	8.0
0.03	9.5
0.04	11.5
0.05	15.0

PLAN



SECTION A-A

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. THIS DETAIL IS TO BE USED ONLY WHEN STATE RIGHT-OF-WAY IS LIMITED TO BACK OF SIDEWALK, AND SIDEWALK IS NARROW WITH NO PEDESTRIAN TRAFFIC FROM SIDE STREET.
3. WHEN ANY OBSTRUCTION LOCATED IN THE SIDEWALK FALLS WITHIN A CROSSWALK AREA, IF POSSIBLE, THE OBSTRUCTION SHALL BE PLACED SUCH THAT IT FALLS OUTSIDE OF THE RAMP.
4. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP TO BE LOCATED OUTSIDE OF THE CROSSWALK, AND IT IS TO BE CENTERED WHENEVER POSSIBLE.
5. DRAINAGE FACILITIES ARE TO BE LOCATED UP-GRADE OF ALL WHEELCHAIR RAMPS.
6. LOCATION OF WHEELCHAIR RAMPS IS AS SHOWN ON CONTRACT DRAWINGS.
7. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.
8. WHERE THE ROAD PROFILE EXCEEDS 5% THE TRANSITION LENGTH (T) SHALL BE EIGHTEEN FEET (18'-0").
9. THE ENTRANCE OF THE WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.
10. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
11. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

WHEELCHAIR RAMP FOR LIMITED RIGHT-OF-WAY AREAS

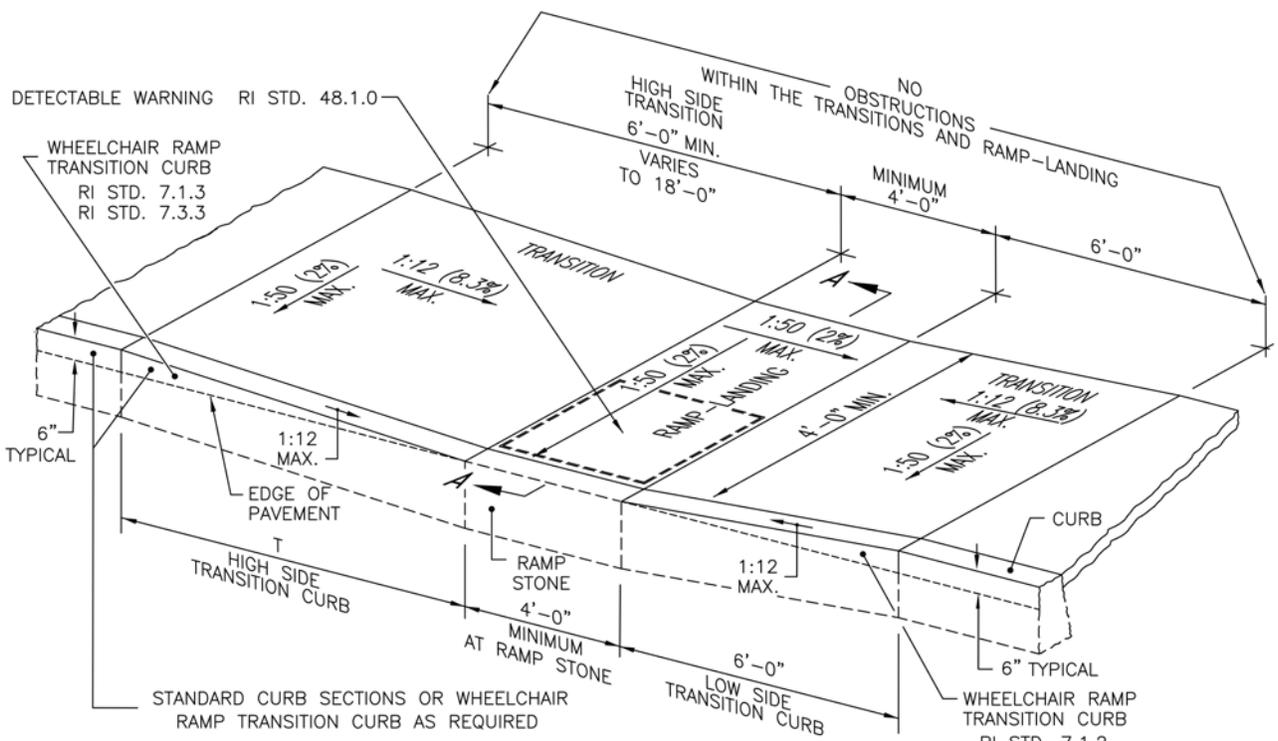
REVISIONS		
NO.	BY	DATE
1	MLP	Dec 2005
2	MLP	Sep 2012

James A. Casabadi
CHIEF ENGINEER
TRANSPORTATION

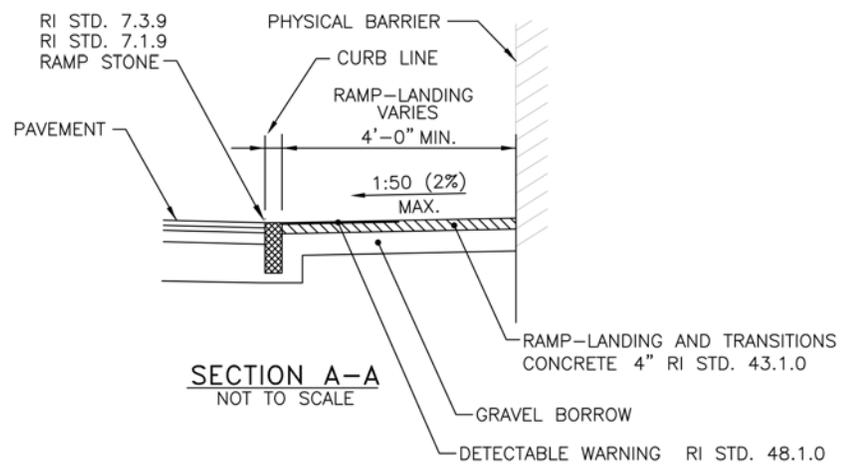
Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





ISOMETRIC VIEW
NOT TO SCALE



ROADWAY PROFILE GRADE	T (FT.)
0.00	6.0
0.01	7.0
0.02	8.0
0.03	9.5
0.04	11.5
0.05	15.0
> 0.05	18.0

NOTES:

1. THIS DETAIL MAY BE USED WHEN A PHYSICAL BARRIER IS PRESENT AND THERE IS INSUFFICIENT ROOM TO PROPERLY CONSTRUCT AN ADA ACCESSIBLE RAMP AND LANDING; A TECHNICAL INFEASIBILITY FINDING IS REQUIRED.
2. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE RI STANDARD SPECIFICATIONS.
3. THE RAMP-LANDING AND TRANSITIONS SHALL BE FREE OF OBSTRUCTIONS.
4. LOCATION OF THE RAMP-LANDING IS AS SHOWN ON CONTRACT DRAWINGS.
5. AN UNOBSTRUCTED PEDESTRIAN ACCESS ROUTE (PATH OF TRAVEL) WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.
6. THE ENTRANCE OF THE RAMP-LANDING SHALL BE FLUSH WITH THE PAVEMENT.
7. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
8. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.
9. DETECTABLE WARNINGS TO BE PAID FOR UNDER SECTION 942 OF THE RI STANDARD SPECIFICATIONS

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

RAMP-LANDING FOR NARROW SIDEWALK

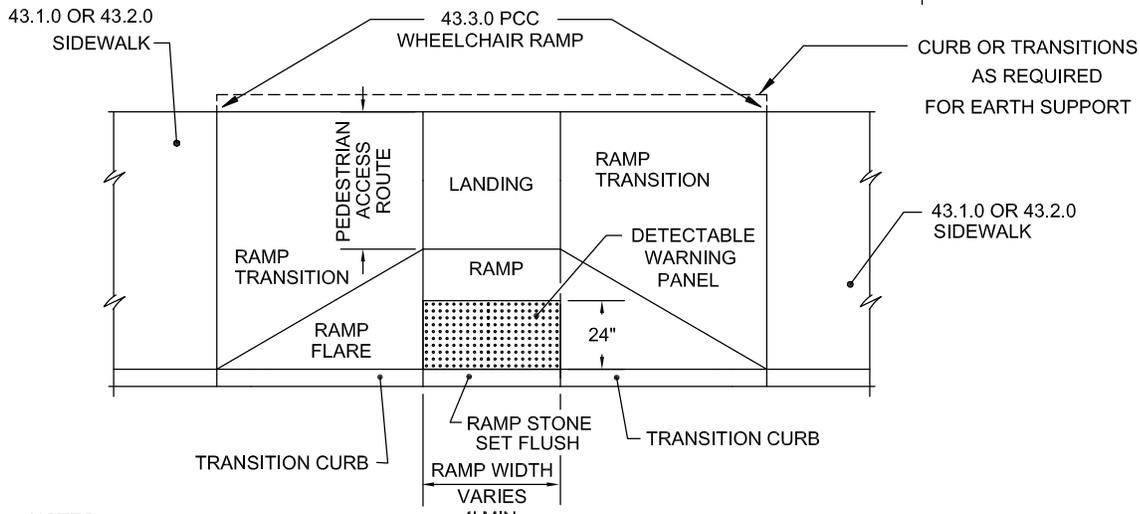
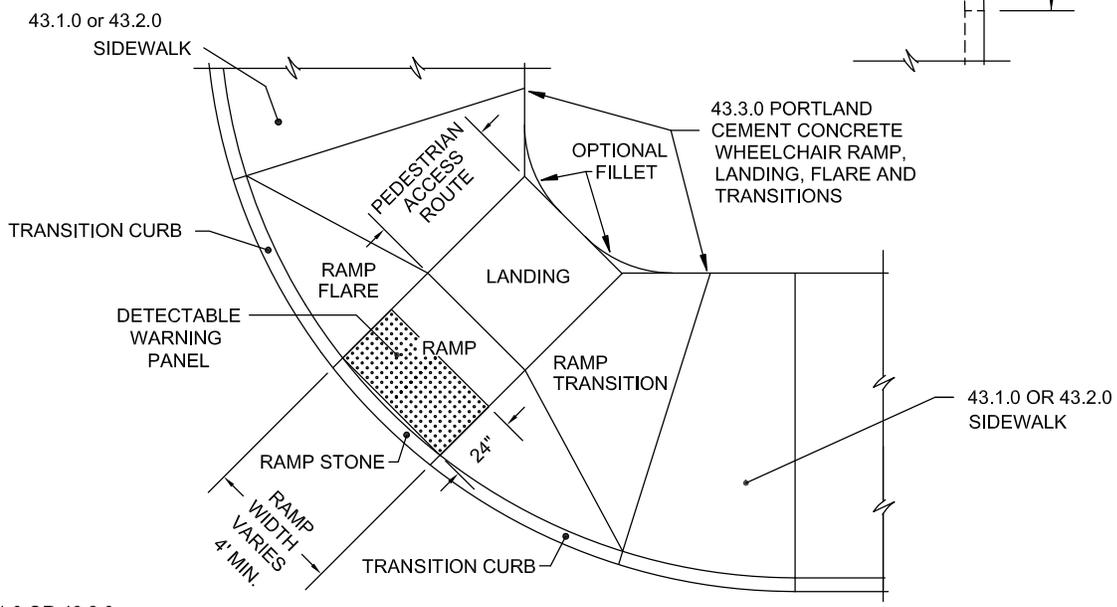
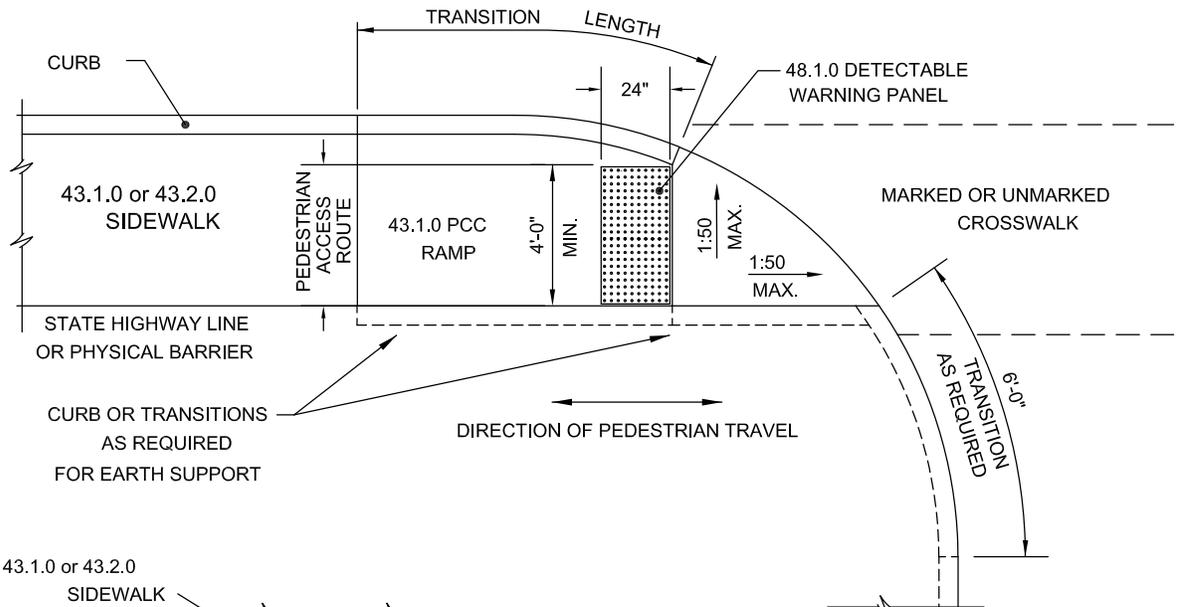
REVISIONS		
NO.	BY	DATE

Kay Folan
CHIEF ENGINEER
TRANSPORTATION

Nit D'Ala
CHIEF DESIGN ENGINEER
TRANSPORTATION

MARCH 31, 2015
ISSUE DATE





NOTES

1. DETECTABLE WARNING PANEL SHALL BE IN ACCORDANCE WITH SECTION 942 OF THE RHODE ISLAND STANDARD SPECIFICATIONS; PANEL TO MATCH RAMP WIDTH.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

DETECTABLE WARNING PANEL PLACEMENT

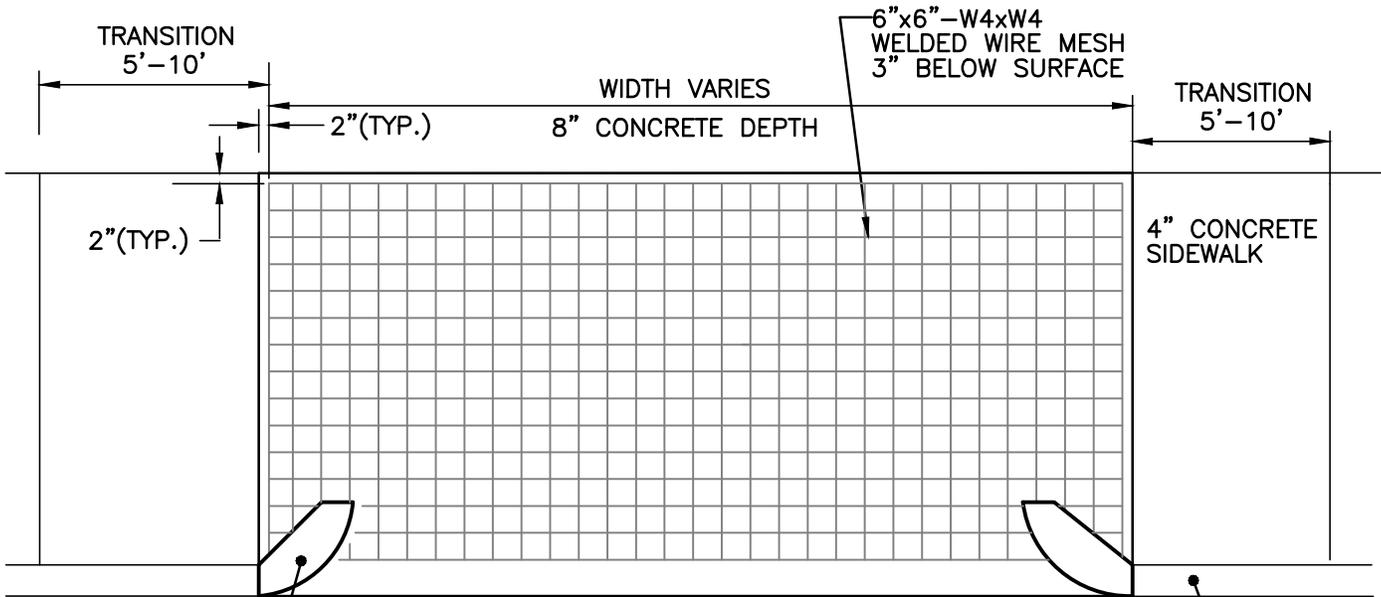
REVISIONS		
NO.	BY	DATE
1	MLP	Mar 2005
2	MLP	Sep 2012

James M. Capelli
 CHIEF ENGINEER
 TRANSPORTATION

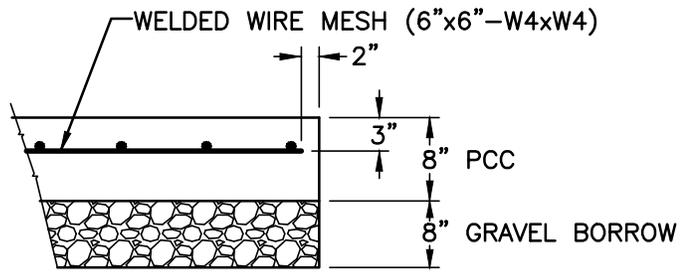
Edward J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE



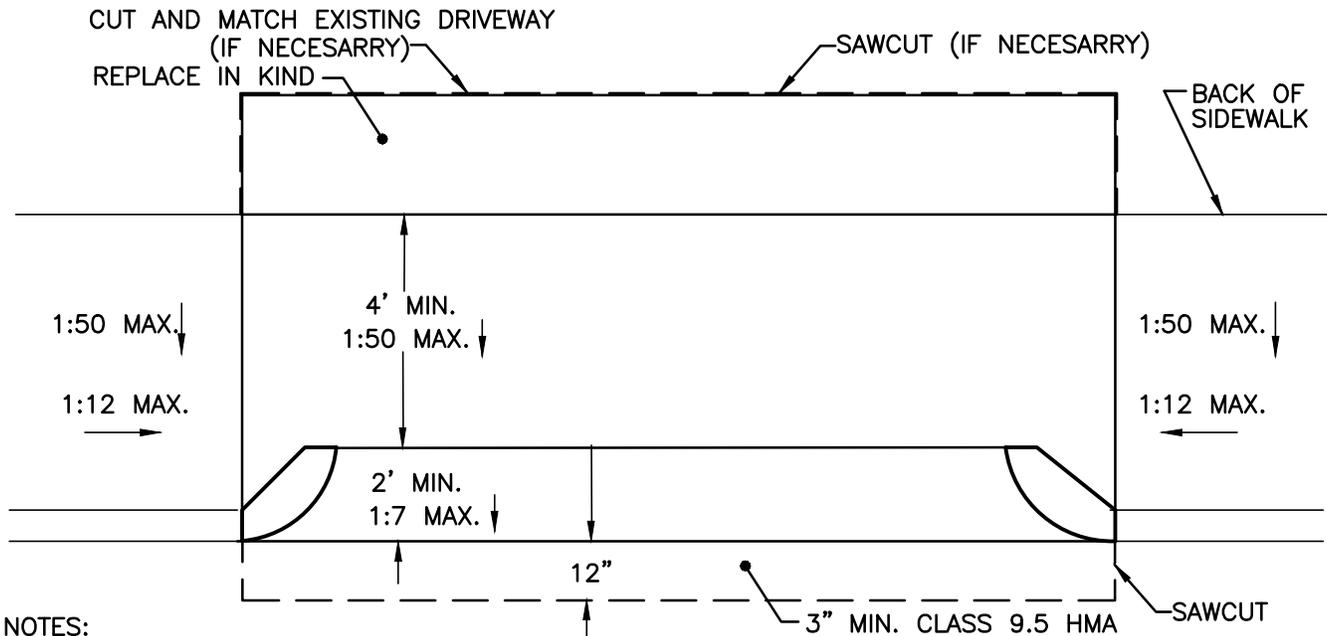


GRANITE 2' RADIUS CURB RETURN



7" GRANITE CURB

DRIVEWAY SECTION



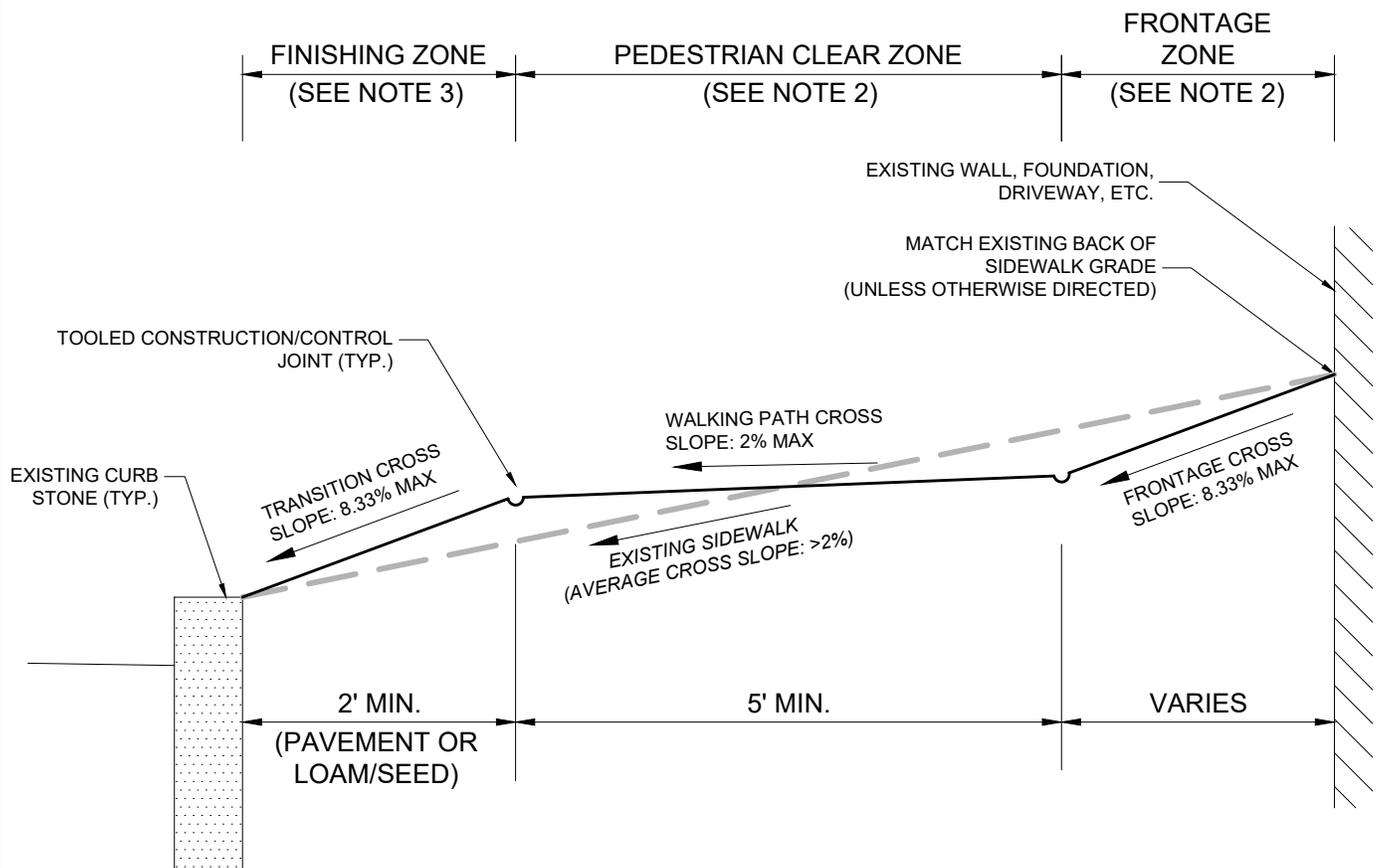
NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE RIDOT STANDARD SPECIFICATIONS.
2. RUNNING SLOPE OF SIDEWALK/DRIVEWAY SHALL NOT EXCEED 8.3% (1:12)
3. 4' MINIMUM ACCESSIBLE PATH SHALL BE INSTALLED WITH CROSS SLOPE NOT EXCEEDING 2% (1:50)
4. RESIDENTIAL CURB CUTS SHALL BE NO WIDER THAN 12' FROM INSIDE OF CURB RETURNS.

CEMENT CONCRETE DRIVEWAYS

N.T.S.





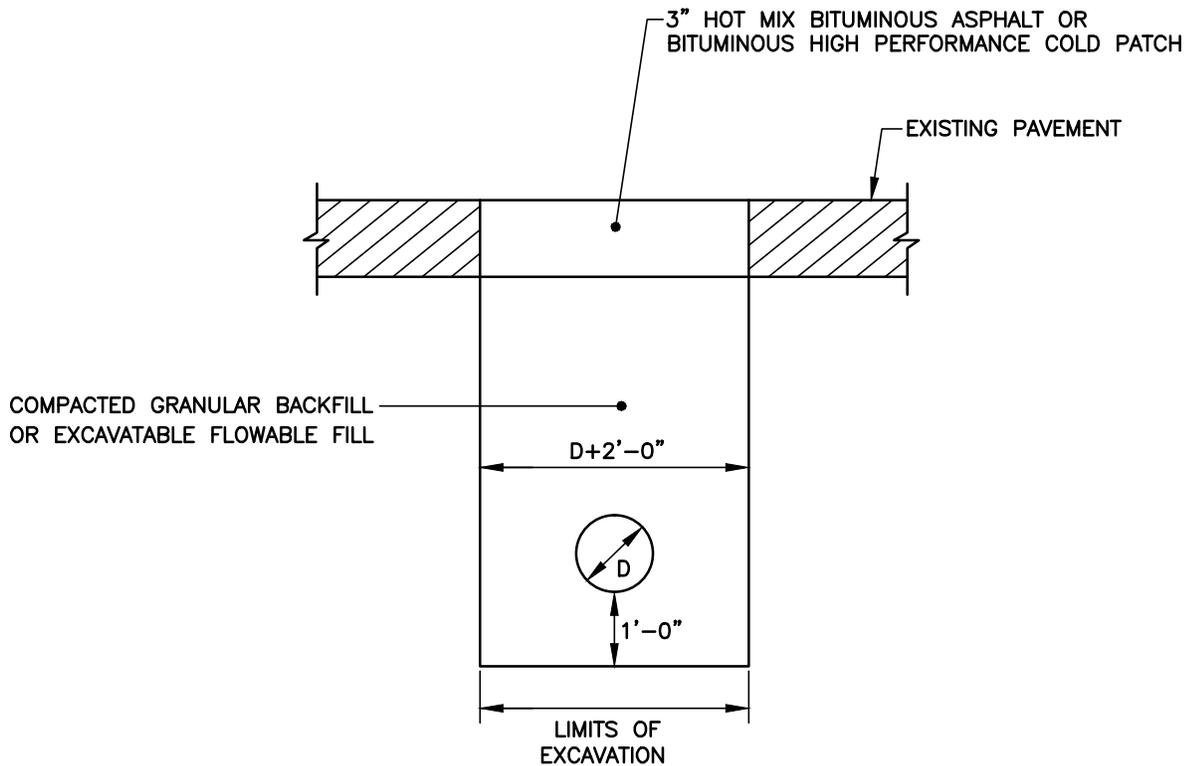
1. FOR REPAIRS TO EXISTING SIDEWALKS, A COMPOUND CROSS SLOPE SHALL BE PROVIDED TO MEET ADA REQUIREMENTS IF THE FOLLOWING CONDITIONS ARE MET:
 - A. EXISTING CROSS SLOPE: > 2% (1V:50H)
 - B. BACK OF SIDEWALK/CURB ELEVATION: ELEVATION(S) CANNOT BE ADJUSTED TO ACHIEVE A CROSS SLOPE OF <= 2%.
 - C. LENGTH OF REPAIR: > 25 FT.
 - D. SIDEWALK WIDTH: 7 FT. (MIN.)
 - E. ACCESSIBLE SIDEWALK SECTION/ROUTE WIDTH: 5 FT. (MIN.)
 - F. COMPOUND SLOPE: 8.33 % (1V:12H) (MAX.)
 - G. COMPOUND SECTION WIDTH: >= 2 FT.
2. A 5 FT WIDE, ACCESSIBLE PEDESTRIAN ROUTE SHALL BE FREE OF PROJECTIONS, BUILDING FEATURES, STREET FURNITURE OR OTHER OBSTRUCTIONS. A FRONTAGE ZONE SHALL BE PROVIDED TO ACCOMMODATE SUCH OBSTRUCTIONS. THE CROSS SLOPE OF THE FRONTAGE ZONE SHALL NOT EXCEED 8.33% (1V:12H).
3. IN CASES OF TREES, PLANTING BOXES, MAILBOXES, FIRE HYDRANTS, STREET SIGNS, STREET FURNITURE OR OTHER OBSTRUCTIONS IN THE FINISHING ZONE, THE FINISHING ZONE MAY BE WIDENED TO ACCOMMODATE SUCH OBSTRUCTIONS AND PROVIDE A 5 FT WIDE, ACCESSIBLE PEDESTRIAN ROUTE.
4. IF THE ABOVE CONDITIONS CANNOT BE MET A UNIFORM CROSS SLOPE SHALL BE PROVIDED UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
5. FINAL LAYOUT OF COMPOUND SLOPE SIDEWALKS REQUIRES THE REVIEW AND APPROVAL OF THE ENGINEER PRIOR TO INSTALLATION.

COMPOUND SLOPE SIDEWALK SECTION

N.T.S.

ISSUE DATE: XX/XX/XXXX





NOTES:

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

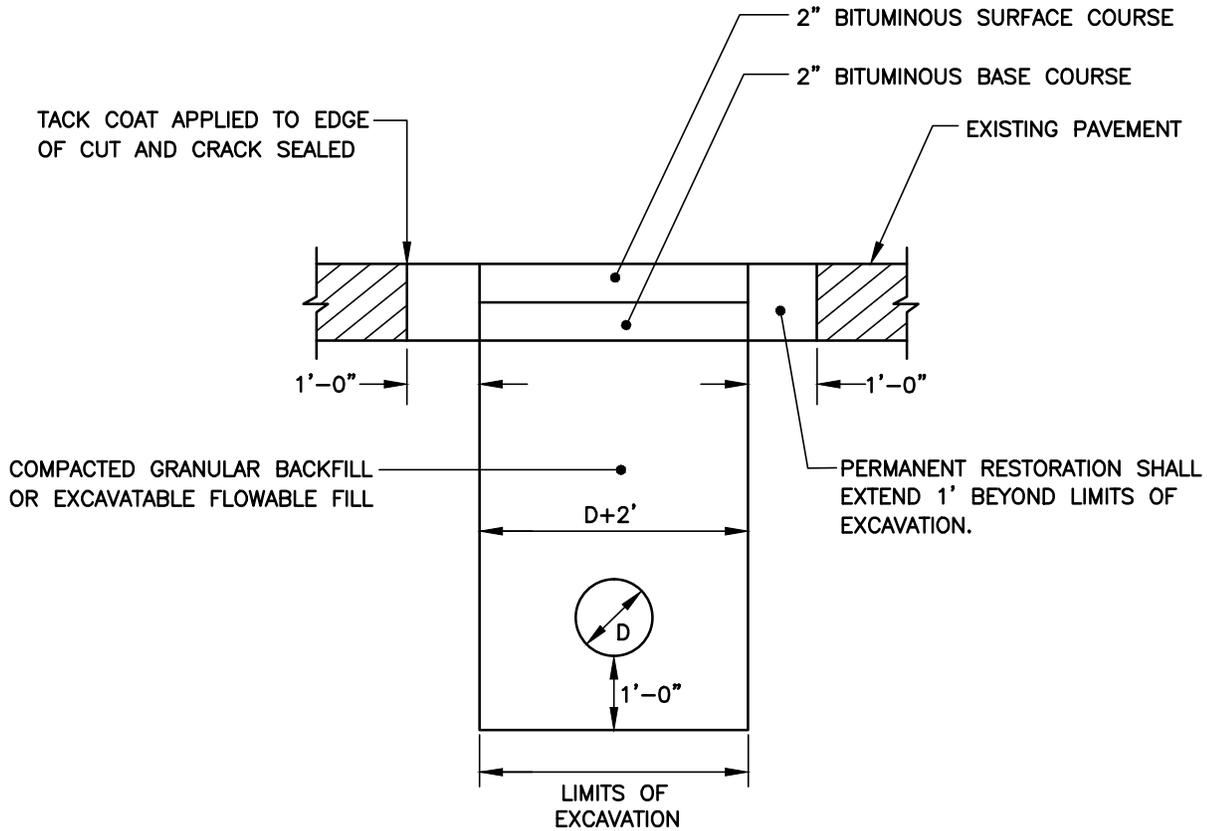
TEMPORARY PATCHES MADE BETWEEN SEPTEMBER 1 AND MARCH 30 SHALL BE MAINTAINED BY THE PERMITTEE UNTIL A PERMANENT PATCH CAN BE INSTALLED, NO LATER THAN JUNE 15.

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

TEMPORARY ROADWAY RESTORATION

N.T.S.





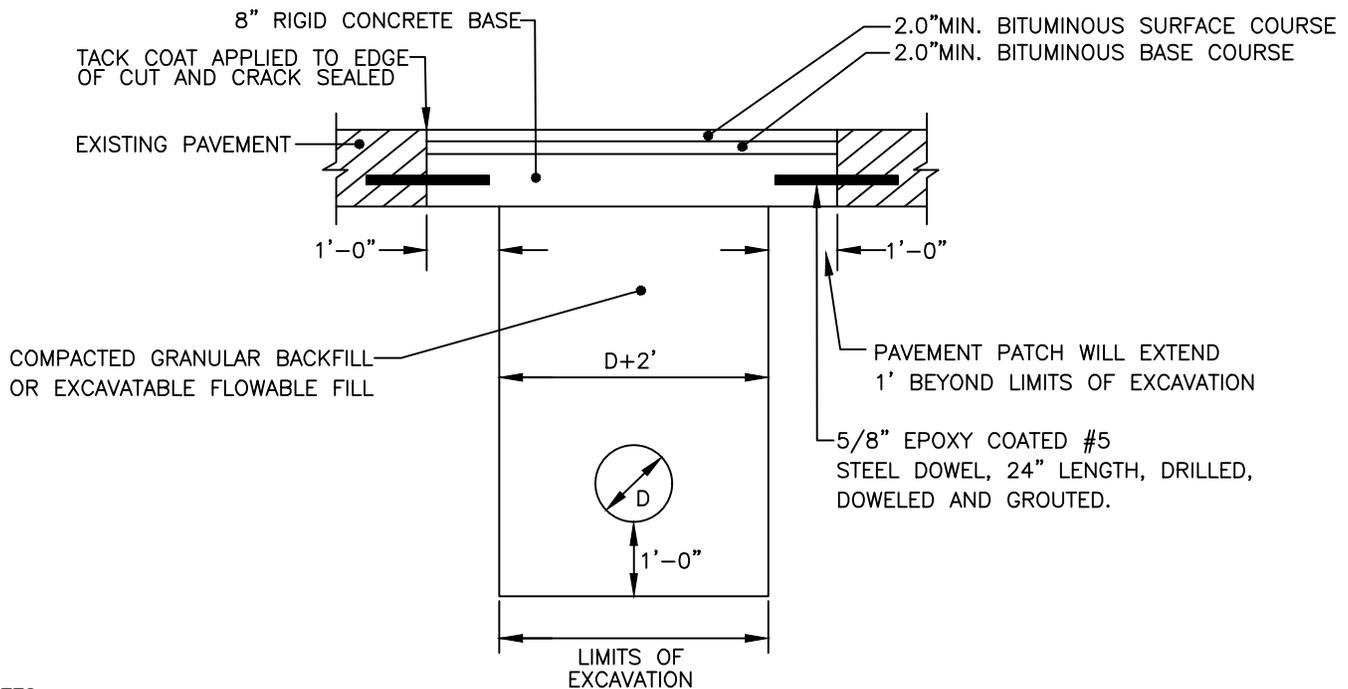
NOTES:

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

PERMANENT ROADWAY RESTORATION - GRANULAR BASE

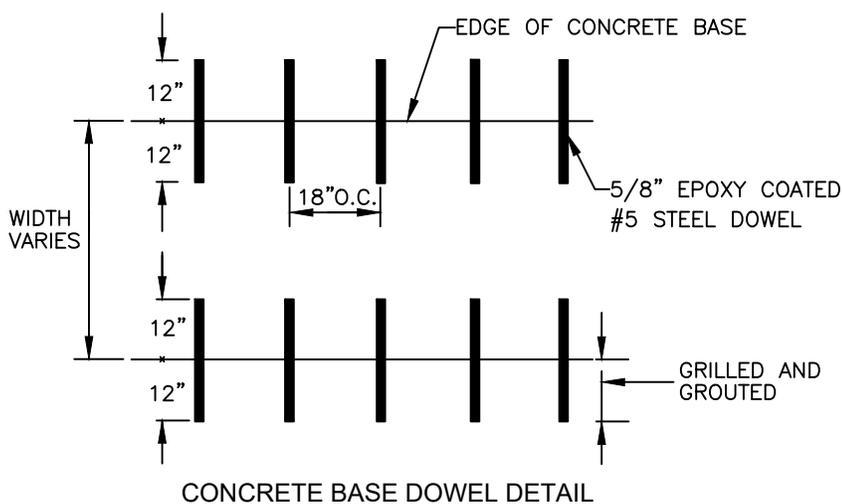
N.T.S.





NOTES:

1. CONCRETE ROAD BASE MUST BE RESTORED TO THE EXISTING DEPTH OR A MINIMUM OF 8 INCHES. A MINIMUM OF 4.0 INCHES OF BITUMINOUS CONCRETE SURFACE COURSE MEETING RIDOT SPECIFICATIONS, SECTION 401 SHALL BE PLACED OVER BASE.
2. 8 INCH RIGID CONCRETE BASE SHALL BE TYPE XX (28 DAY -4000 PSI) PER RIDOT SPECIFICATIONS, SECTION 601.
3. PRIOR TO PERMANENT RESTORATION, ALL EDGES OF THE EXCAVATED AREA AND ONE FOOT BEYOND SHALL BE SAWCUT TO A CLEAN, SQUARE EDGE.
4. GRANULAR SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR DENSITY (AASHTO T80), MEETING RIDOT SPECIFICATIONS, SECTION 301.
5. EXCAVATABLE FLOWABLE FILL (CONTROLLED DENSITY FILL, CDF) SHALL ADHERE TO RIDOT SPECIFICATIONS, SECTION 603.
6. IF EXCAVATION IS ON A PROTECTED STREET, THE REMAINING ROADWAY OUTSIDE THE TRENCH TO THE NEAREST CURB SHALL BE MILLED 2.0 INCHES WITH A 2.0 INCH BITUMINOUS CONCRETE SURFACE OVERLAY. THE JOINTS SHALL BE SEALED USING INFRARED TECHNOLOGY. THE LENGTH OF THE NEW PAVED AREA MUST BE A MINIMUM OF 10 FEET TO ALLOW FOR PROPER COMPACTION.
7. IF EXCAVATION IS ON NON PROTECTED STREET, AND THE DISTANCE FROM EDGE OF EXCAVATION TO EDGE OF ROADWAY IS TWO FEET OR LESS, THE REMAINING AREA TO SUCH EDGE OF ROADWAY SHALL BE REMOVED AND REPLACED IN CONJUNCTION WITH THE PERMANENT PAVEMENT RESTORATION.



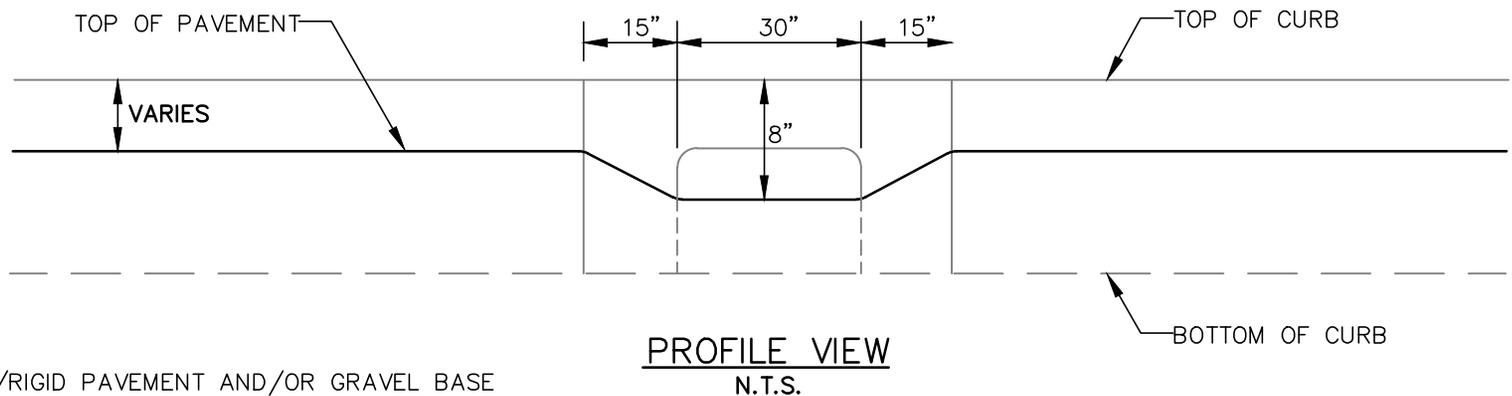
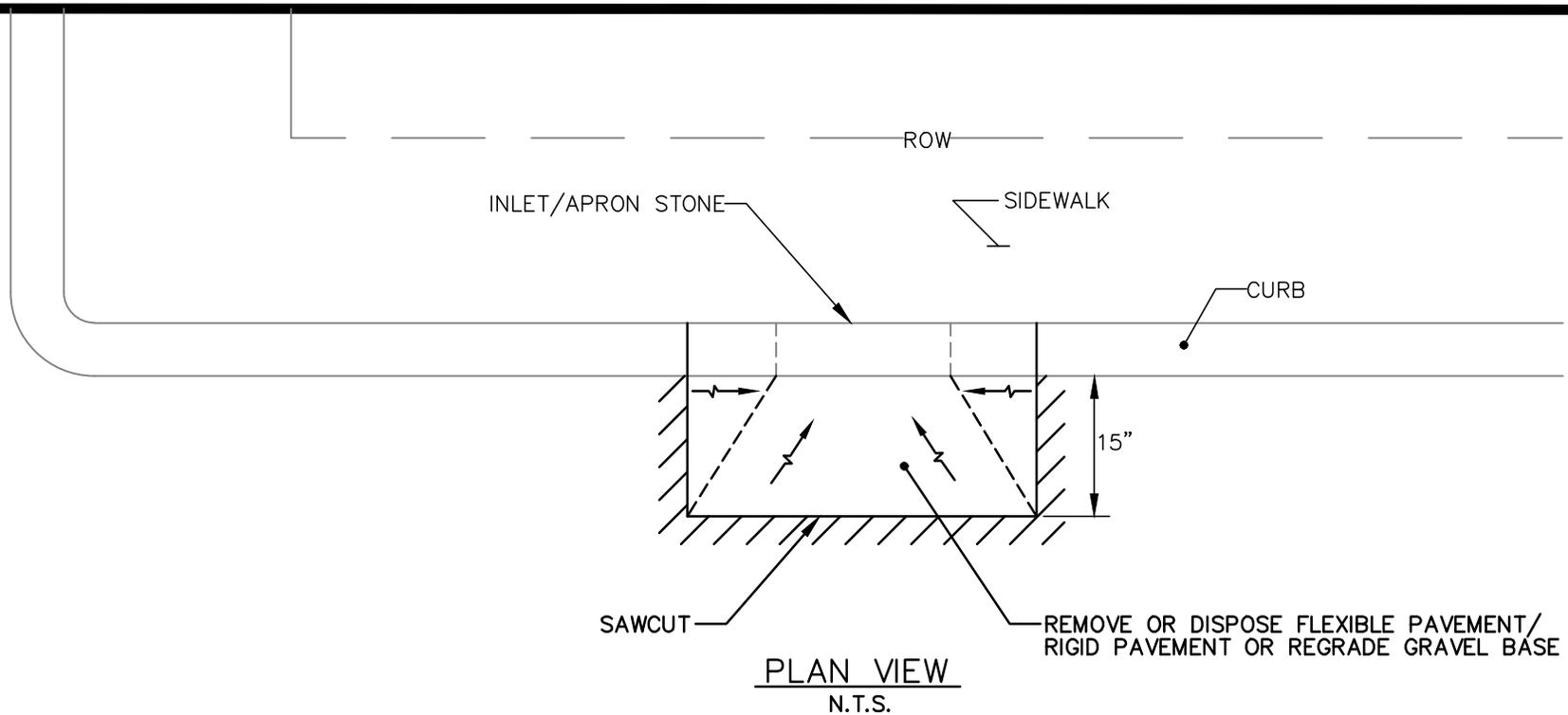
NOTES:

1. DOWEL SHALL BE INSTALLED 4" FROM SURFACE OF CONCRETE BASE.
2. THE EXISTING CONCRETE ROAD BASE SHALL BE DRILLED AND GROUTED EVERY 18" ON CENTER TO RECEIVE THE EPOXY COATED STEEL DOWELS.

PERMANENT ROADWAY RESTORATION - CONCRETE BASE

N.T.S.

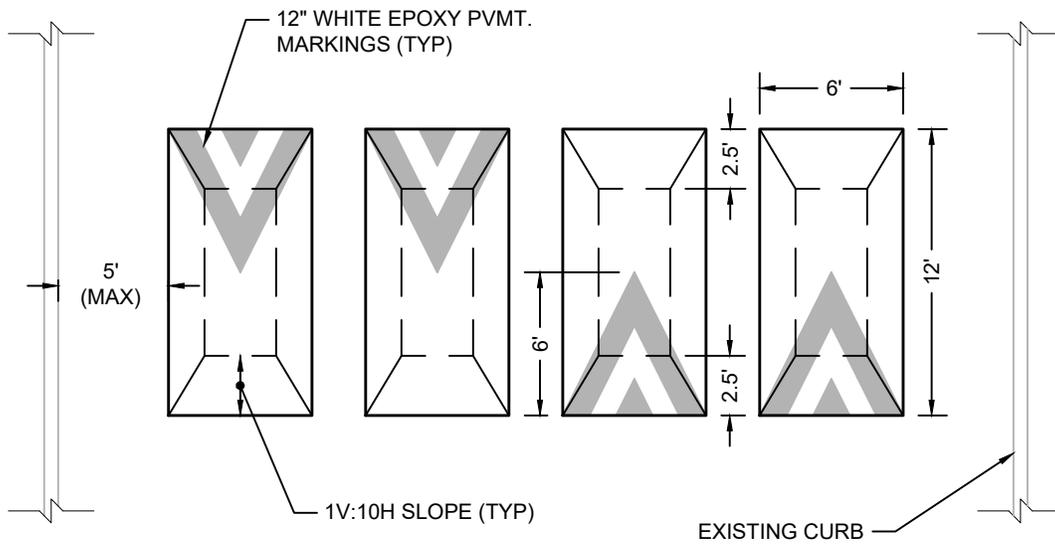




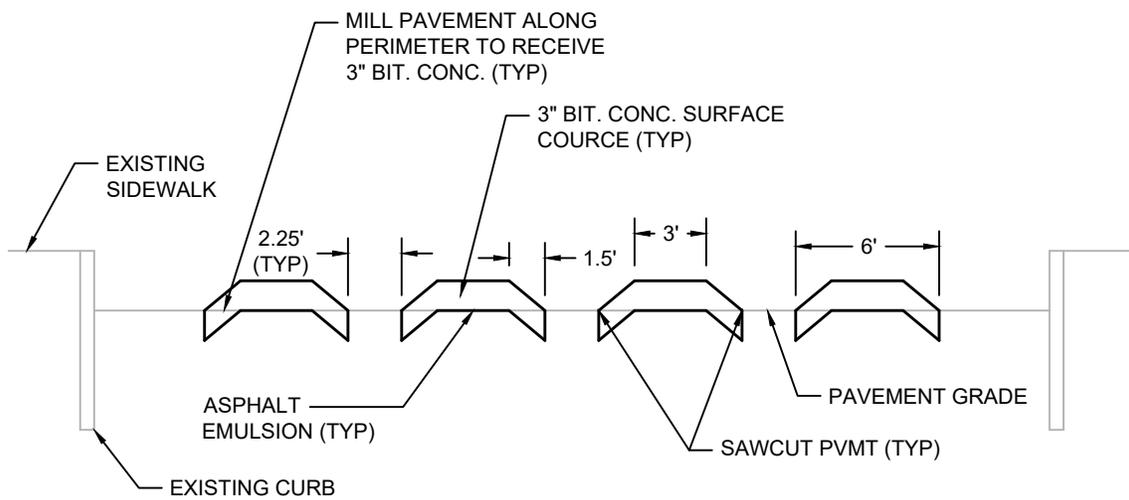
- NOTES: 1. FLEXIBLE/RIGID PAVEMENT AND/OR GRAVEL BASE SHALL BE GRADED TO DRAIN TO 8" BELOW THE TOP OF CURB.
2. ITEMS SHALL BE PAID AT RESPECTIVE BID PRICES

INLET / APRON STONE REVEAL
N.T.S.





Plan View



Cross Section

NOTES:

1. 12" WHITE EPOXY ADVANCE WARNING PAVEMENT MARKINGS SHALL BE INSTALLED AND CONFORM TO SECTION 3B.26 OF THE MUTCD.

SPEED LUMPS

N.T.S.

ISSUE DATE: 12/02/2021



APPENDIX E:

**MATERIALS TESTING AND CERTIFICATION
SCHEDULE**

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SUBMITTALS AND MATERIAL TESTING

Testing will be performed by the City's agent in accordance with the RIDOT's "Schedule for Sampling, Testing and Certification of Materials."

RIDOT Item	Item Description	Unit	Submittals	Material Testing
302.0100	Gravel Borrow Subbase Course	CY	Required	May Be Required
401.9901	Class 9.5 HMA For Miscellaneous Work	TON	Required	May Be Required
701.0512	Reinforced Concrete Pipe M 170 Class IV - 12 Inch	LF	Required	No Test Required
702.9902	Furnish and Install Chute Frame and Cover, Prov. Std	EA	Required	No Test Required
702.9905	Sidewalk Manhole Frame and Cover, Prov. Std	EA	Required	No Test Required
712.0100	Water Gate Box	EA	Required	No Test Required
712.0200	Gas Gate Box	EA	Required	No Test Required
905.9901	4 Inch Cement Concrete Sidewalk/Wheelchair Ramps	SY	Required	May Be Required
905.9902	8 Inch Cement Concrete Driveway/Wheelchair Ramp	SY	Required	May Be Required
906.9901	Furnish And Install Granite Curb Straight, Circular 7" Width	LF	Required	No Test Required
906.9902	Furnish And Install Granite Curb Returns 7" Width	EA	Required	No Test Required
906.9903	Furnish And Install Granite Inlet Or Apron Stone 7" Width	EA	Required	No Test Required
906.9904	Furnish And Install Granite Wheelchair Ramp Transition Curb 7" Width	LF	Required	No Test Required
906.9905	Furnish And Install Granite Wheelchair Ramp Stone 7" Width	LF	Required	No Test Required
932.9902	Horizontal Sawcutting/Grinding Of Sidewalk	IN-FT	Required	No Test Required
942.0200	Detectable Warning Panel Standard 48.1.0	SF	Required	No Test Required
L01.9901	Loam Borrow 4 Inches Deep & Type 2 Seeding	SY	Required	No Test Required
T15.1000	Directional, Regulatory and Warning Signs	SF	Required	No Test Required

APPENDIX F:

FEDERAL LABOR STANDARDS PROVISIONS

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A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
 - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its procurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;

D. A contractor’s assignee(s);

E. A contractor’s successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX G:

SECTION 3 UTILIZATION REPORT

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SECTION 3 UTILIZATION REPORT
(To be Completed for all Prime Contracts Exceeding \$100,000)

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: _____

Name of Project: _____

CDBG Project Number: _____ Wage Decision Number: _____

Number of Section 3 Employees Utilized on Project by Prime Contractor: _____

Number of Section 3 Employees Utilized on Project by Subcontractors: _____

Total Number of Section 3 Employees Utilized on Project: _____

B. CERTIFICATION OF PRIME CONTRACTOR

As officer and representative of: _____

Name of Prime Contractor

Address: _____

Telephone Number: _____

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the City of Providence CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

**DIRECTIONS FOR COMPLETION OF
SECTION 3 UTILIZATION REPORT
(For Prime Contracts Exceeding \$100,000)**

1. Determine if there has been Section 3 participation in the construction project.
 - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.
 - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.
2. Retain all Section 3 Income Worksheets with your project records.
3. Complete (A) Section 3 Employee Information area of the report.
 - a. Enter name of the community where the project is located.
 - b. Enter project name.
 - c. Enter CDBG Project Number & Federal Wage Decision Number. (Located in wage decision documents)
 - d. Enter number of Section 3 Employees you utilized on project.
 - e. Enter number of Section 3 Employees utilized by subcontractors on project
 - f. Enter total number (d + e) of Section 3 Employees utilized on project
4. Complete (B) Certification by Prime Contractor area of Report
 - a. List your name, address and telephone number of your company.
 - b. Print or type name and title of authorized company representative.
 - c. Have authorized representative sign and date Report.

IMPORTANT REMINDER!

Final payment of CDBG funds will not be made until Section 3 Utilization Report is submitted to CDBG grantee or designee