



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

REQUEST FOR PROPOSALS

Item Description: GENERAL CONTRACTOR SERVICES FOR WEBSTER AVE ELEMENTARY SCHOOL PLAYGROUND

Procurement/MinuteTraq #: 52653

Date to be opened: 5/18/2026

Issuing Department: Public Property

QUESTIONS

- Please direct questions relative to the specifications outlined (beginning on page 13) to the issuing department's subject matter expert:
 - Name: Ben Lobaugh
 - Title: Senior Capital Improvements Project Manager
 - Email Address: blobaugh@providenceri.gov
- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-6) 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 13-14) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line "**MBE WBE Forms**"

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

Date: Monday, April 27, 2026 Time: 10:00am

Location: Webster Ave Elementary School, 191 Webster Ave, Providence, RI 02909

Deadline for questions submissions: Friday, May 8, 2026 at 12:00pm



**BOARD OF CONTRACT AND SUPPLY
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INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

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

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

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

*This information is **NOT** requested to be provided in your initial bid by design.*

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



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BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 9 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 10 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 11 and 12 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (page 13-14 of this document)*

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

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")
- Product information for items submitted as 'or equal' to specified materials
- City of Providence CDBG Program Federal Construction Contract Provisions for Contracts over \$100,000 (**Attachment A**)
 - Forms must also be provided for each subcontractor providing labor on the project

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.**



**BOARD OF CONTRACT AND SUPPLY
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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. If the City Department that is seeking the within described bids deems that it is in the City's best interest, the City reserves the right to waive any requirement of this RFP.
9. 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](#).
10. 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.
11. In case of error in the extension of prices quoted, the unit price will govern.
12. 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.
13. 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.
14. A certificate of insurance will normally be required of a successful vendor.
15. 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.](#))
16. No goods should be delivered, or work started without a Purchase Order.
17. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
18. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of 5 per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **ninety (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et 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.



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BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island*

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

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

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



**BOARD OF CONTRACT AND SUPPLY
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BID BREAKDOWN – BASE BID

A. DIV 01 – GENERAL REQUIREMENTS	\$
B. DIV 02 – EXISTING CONDITIONS	\$
C. DIV 03 – CONCRETE	\$
D. DIV 06 – WOOD, PLASTICS, AND COMPOSITES	\$
E. DIV 11 – EQUIPMENT	\$
F. DIV 30 – HAZARDOUS MATERIALS	\$
G. DIV 31 – EARTHWORK	\$
H. DIV 32 – EXTERIOR IMPROVEMENTS	\$
A. TOTAL BASE BID	\$

UNIT PRICES

1. Contaminated Soil Excavation for quantities greater than 145 cubic yards per the contract documents	\$	/ CY
2. Load Haul and Dispose Contaminated Soil for quantities greater than 220 tons	\$	/ CY

ALTERNATES

1. (DEDUCT) Utilize engineered wood fiber surfacing in lieu of poured-in-place (PIP) membrane fall protection surfacing in playground area per the contract documents.	\$
2. (ADD) Replace existing fencing along Western property line with new vinyl-coated black fence 12' high. Further details to be provided in upcoming RFP addendum.	\$

The bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____



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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

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

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

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

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

this _____ day of _____ 20____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

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

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

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

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

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>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> • Nonprofit organizations are not required to complete the rest of this form. • Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office 					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither		
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
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

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the City’s 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



**BOARD OF CONTRACT AND SUPPLY
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BID PACKAGE SPECIFICATIONS

This project includes all necessary labor and materials for General Contractor services for the construction of a new playground at Webster Ave Elementary School, 191 Webster Ave, Providence, RI 02909. Please see the Construction Drawings and Specifications included in **Attachment B** for the full scope of work and contract documents.

NOTE – playground equipment including the Multi Deck Play Tower with Monkey Bar, Mule Springer, Pony Springer, and Spinner Bowl will be furnished by the City and installed by the awarded Contractor within this scope.

PROVISIONS OF THIS PROJECT

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA/Levy Fee must be paid by each trade seeking a permit.
- This project qualifies for prevailing wages per the Davis Bacon Act (HUD). Certified payrolls will need to be submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as recorded on the Bid Date and is available at <https://sam.gov/content/wage-determinations>. Weekly Certified payrolls must be Submitted with Pay Requests Including Monthly Utilization Form.
- **Prime Contractor must have an active sam.gov registration.**
 - All Subcontractors must have a Unique Entity ID (UEI) from sam.gov.
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor’s License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
 - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as ‘Additionally Insured’ with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award
- Prime Contractor and Subcontractors must comply with the Apprenticeship and “First Source” ordinance requirements outlined below

APPRENTICESHIP 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) related to utilizing apprentices in the contract. This ordinance outlines requirements for **all awarded contractors and subcontractors to have or be affiliated with a state registered apprenticeship program**, and 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. 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.



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“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 **priority advertising of new applicable job openings to Providence residents for work created by this project**. The City may waive this requirement only upon 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. 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.

CLOSE OUT DOCUMENTS

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

QUALIFICATIONS

Final award will be based on the lowest priced proposal from a qualified firm. While price is the ultimately determining factor, the City must ensure that bidders are qualified firms capable of carrying out the awarded work. Qualifications will be evaluated based on:

1. Completion of similar projects within the last 5 years.
2. Size and dollar value of similar completed projects.
3. Contractor’s performance with similar projects. (references will be checked)
4. Relevant experience of individuals assigned to the project.



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SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.

The following attachments are included as part of this RFP:

- Attachment A – City of Providence CDBG Program Federal Construction Contract Provisions for Contracts over \$100,000
- Attachment B – Construction Documents



**BOARD OF CONTRACT AND SUPPLY
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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the terms and conditions of this Agreement has been materially impaired in any way, including but in no



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

- 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 PROVIDENCE CDBG PROGRAM
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS EXCEEDING \$100,000**



Building Vibrant Neighborhoods

**Department of Housing and Human Services
444 Westminister Street, Suite 3A
Providence, Rhode Island 02903**



DEPARTMENT OF HOUSING AND HUMAN SERVICES

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**



**TO BE CONSIDERED A RESPONSIVE BIDDER
YOUR BID SUBMISSION MUST CONTAIN A BID GUARANTEE EQUIVALENT TO
FIVE PERCENT OF THE BID PRICE AND THE FOLLOWING SIGNED AND
COMPLETED CERTIFICATIONS:**

For Contracts Exceeding \$100,000

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. MBE/WBE FORMS**

For Contracts Exceeding \$100,000

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. SECTION 3 AFFIRMATIVE ACTION PLAN**
- 4. CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM**

Additional certifications by subcontractors prior to the start of work date

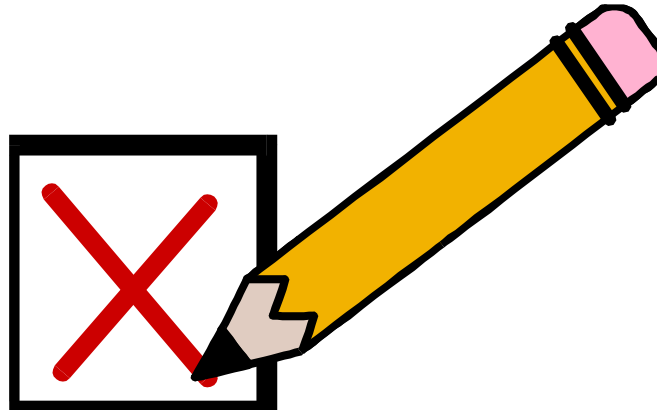
1. **For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity**
2. **For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan, and Contractor's DBE/Subcontractor Utilization Form.**
3. **MBE/WBE Subcontractor Disclosure Form**
4. **MBE/WBE Waiver Request Form**

Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

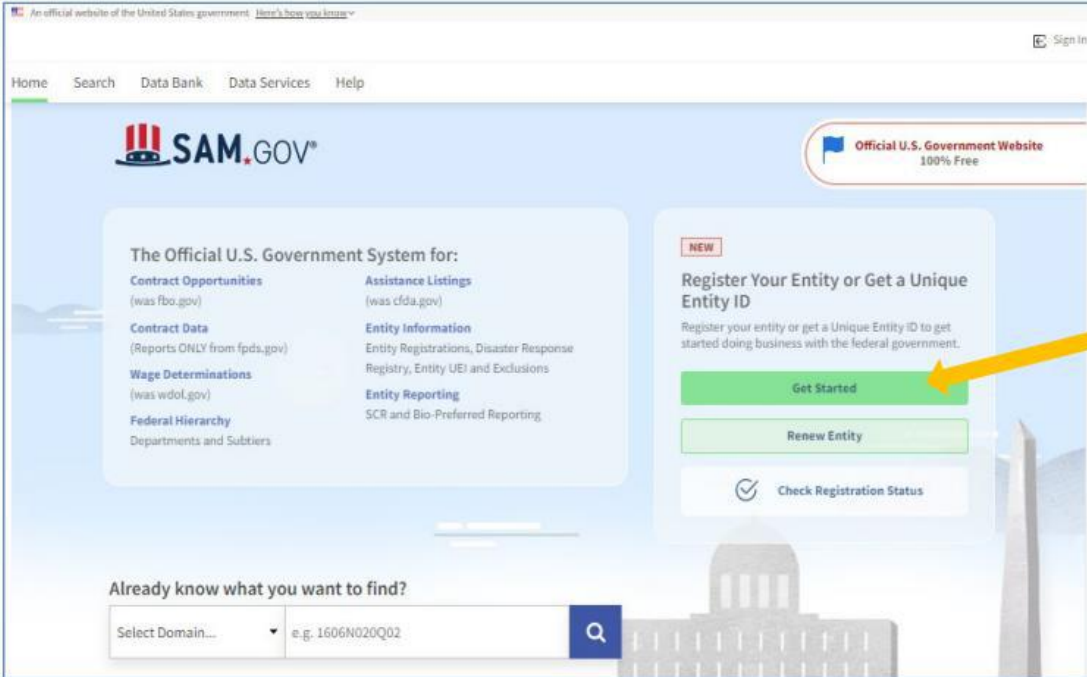
CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid

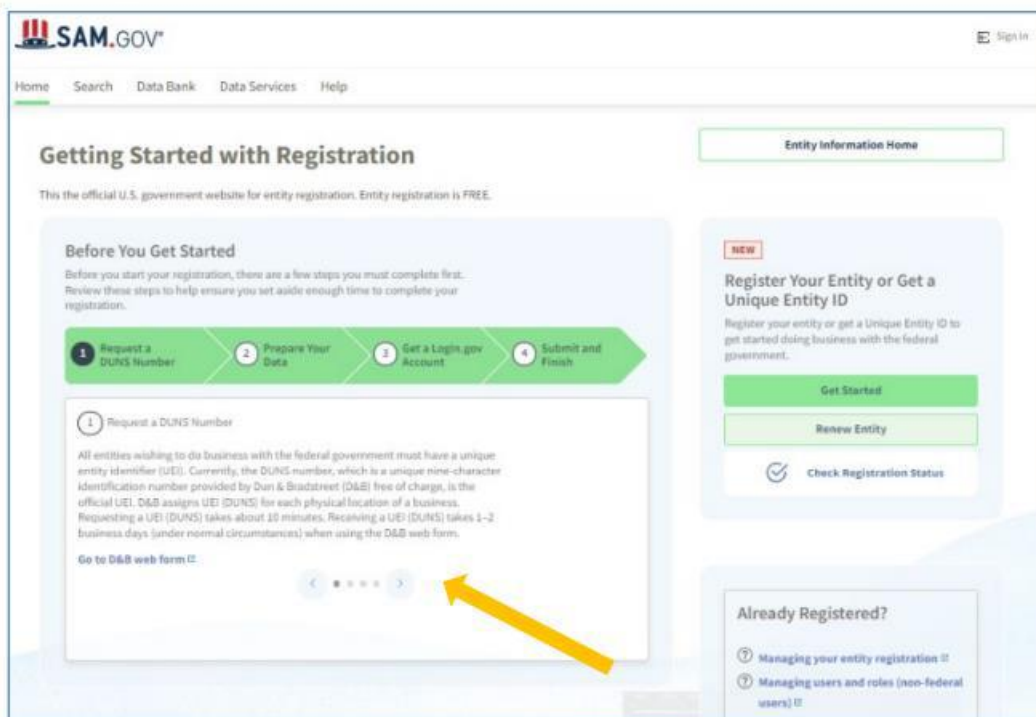


How to Register in SAM & Obtain a Unique Entity ID (SAM)

1: Getting Started There are four steps that you will need to complete: 1) Request a DUNS Number; 2) Prepare Your Data; 3) Get a Login.gov Account; 4) Submit and Finish. Go to www.sam.gov and click on “Get Started”.



Next, review the steps that must be complete prior to registration



Once a DUNS number has been obtained and all core data about your entity has been gathered, click “Get Started” to create a Login.gov account

SAM.GOV Sign In

Home Search Data Bank Data Services Help

Getting Started with Registration

This the official U.S. government website for entity registration. Entity registration is FREE.

Before You Get Started

Before you start your registration, there are a few steps you must complete first. Review these steps to help ensure you set aside enough time to complete your registration.

- 1 Request a DUNS Number
- 2 Prepare Your Data
- 3 Get a Login.gov Account
- 4 Submit and Finish

1 Request a DUNS Number

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). Currently, the DUNS number, which is a unique nine-character identification number provided by Dun & Bradstreet (D&B) free of charge, is the official UEI. D&B assigns UEI (DUNS) for each physical location of a business. Requesting a UEI (DUNS) takes about 10 minutes. Receiving a UEI (DUNS) takes 1-2 business days (under normal circumstances) when using the D&B web form.

[Go to D&B web form](#)

Register Your Entity or Get a Unique Entity ID

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

[Get Started](#)

[Renew Entity](#)

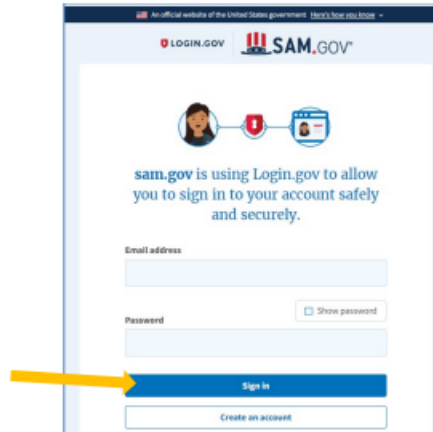
[Check Registration Status](#)

Already Registered?

- 1 [Managing your entity registration](#)
- 1 [Managing users and roles \(non-federal users\)](#)

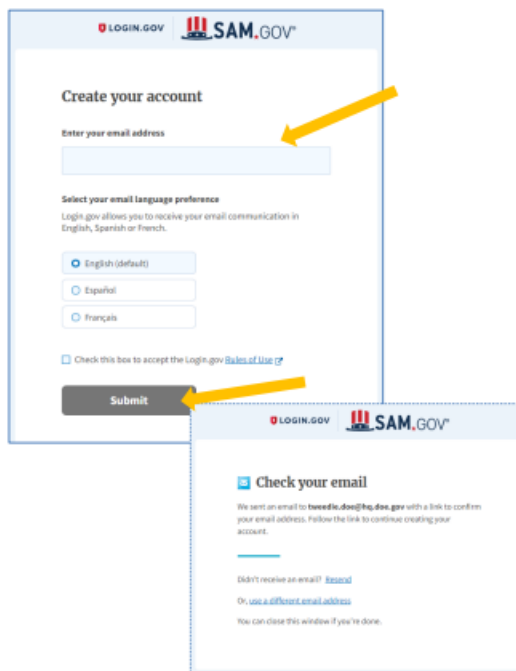
2: Create a [Login.gov](#) account

After completing the steps from the previous page, and clicking on "Get Started", you will be directed to Login.gov. Here, click on "Create an account" to create a login.gov account. This account enables you to sign safely and securely into your SAM account.



The screenshot shows the Login.gov sign-in page. At the top, it says "An official website of the United States government" and "DON'T SEE YOUR ENTITY?". Below that are the LOGIN.GOV and SAM.GOV logos. The main heading reads "sam.gov is using Login.gov to allow you to sign in to your account safely and securely." There are two input fields: "Email address" and "Password" (with a "Show password" checkbox). At the bottom, there are two buttons: "Sign In" and "Create an account". A yellow arrow points to the "Create an account" button.

Enter your email address, accept the Rules of Use, then click on the "Submit" button. Once you submit your email address, you should see a message to check your email.



The top screenshot shows the "Create your account" page. It has a heading "Create your account" and a sub-heading "Enter your email address" with an input field. Below that is "Select your email language preference" with radio buttons for "English (default)", "Español", and "Français". There is a checkbox for "Check this box to accept the Login.gov Rules of Use" and a "Submit" button. A yellow arrow points to the "Submit" button.

The bottom screenshot shows the "Check your email" confirmation message. It says "We sent an email to [bweed@hq.doe.gov](#) with a link to confirm your email address. Follow the link to continue creating your account." Below that are links for "Didn't receive an email?", "Or, use a different email address", and "You can close this window if you're done."

Register Entity

Purpose of Registration
Determine Purpose of Registration

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

This page will help you determine your entity's purpose of registration. First, select what type of entity you are registering in SAM. Then state why you are registering. Based on your response, you will complete different registration sections.

If you want to obtain federal contract awards, you must complete all four sections of the registration: Core Data, Assertions, Representations & Certifications (Rep & Certs), and Points of Contact (POC). This is required by the Federal Acquisition Regulation (FAR) in FAR 27.204.2 System for Award Management.

If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Rep & Certs), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2019, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or as a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

What type of entity are you registering?

Business or Organization

U.S. Federal Government

U.S. State Government

U.S. Local Government

Tribal Government

Foreign Government

Why are you registering this entity to do business with the U. S. government? *

I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.

I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

[Cancel](#) [Previous](#) [Next](#)

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

Tip: Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

Register Entity

Purpose of Registration
Confirm Purpose

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

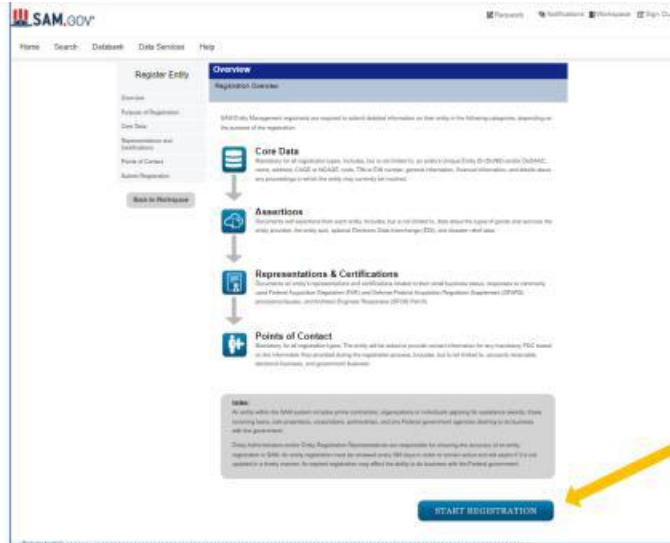
Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process.

Purpose of Registration: All Awards

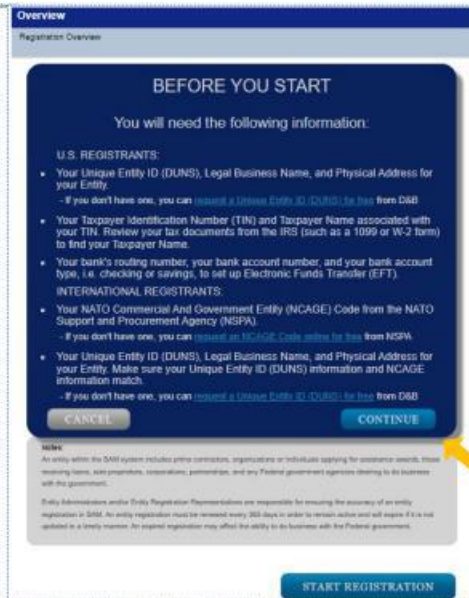
You are required to complete the following sections:

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact

[Cancel](#) [Previous](#) [Next](#)



When you click on "Register Entity" in the previous screen, you will see this screen that outlines the next important steps to register your entity. After reviewing, click "Start Registration".



After clicking "Start Registration" in the previous step, the screen shown at left will appear, outlining the information you'll need to provide to register your entity.

- Your Unique Entity ID (DUNS), Legal Business Name, and Physical Address for your Entity.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN.
- Your bank's routing number, and your bank account type, to set up Electronic Funds Transfer (EFT).

Click "CONTINUE" when ready.

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

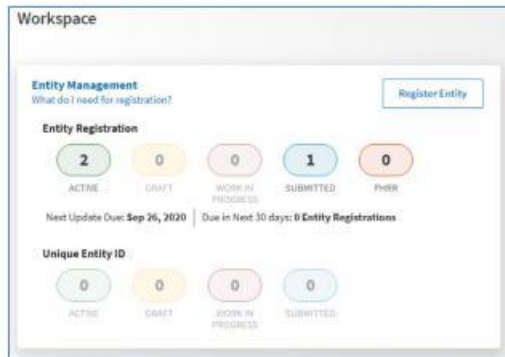
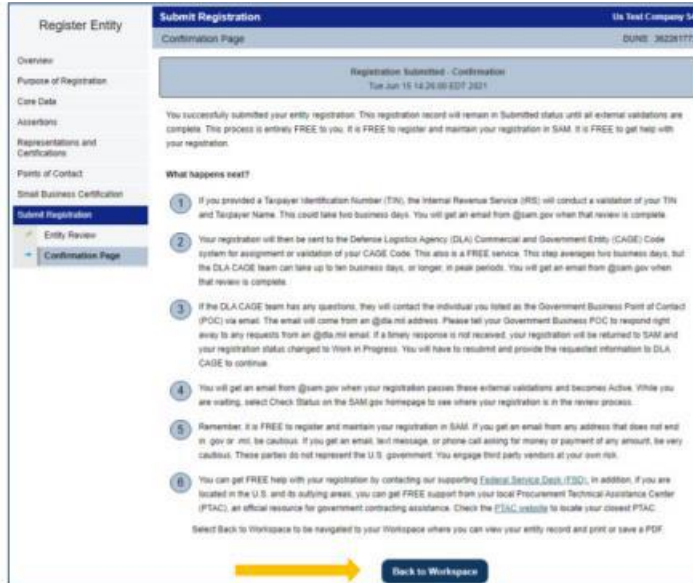
Tip: Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

After submitting your entity registration, a confirmation page will display, providing next steps and the option to return to your SAM Workspace. Review “What happens next?” and then click “Back to Workspace” where you can review, print a copy, or save to PDF your entity record.



In your Workspace you can view your entity and track the registration status. Your registration will remain in the “Submitted” stage until it passes external validations, at which point the entity registration will become “Active”.

Your entity’s Unique Entity ID (SAM) is automatically assigned when the entity is put into the “Active” status after passing validation. You will then be able to view your Unique Entity ID (SAM) in your Workspace.

You can find help with registering your entity on SAM.gov here <https://sam.gov/content/help> where you can search the [Knowledge Base](#), “Go to Incident” or “Go to Live Chat”.

You may also contact the Federal Service Desk (FSD) by phone at 866-606-8220 Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time.



DEPARTMENT OF HOUSING AND HUMAN SERVICES

Additional Submission by Prime Contractor prior to the start of work date

--

Name of Bidder (Prime Contractor) _____

Dun & Bradstreet (D-U-N-S Number) _____

Unique Entity ID (Sam.Gov) _____

Employer Identification Number (EIN) _____
(Is also known as Federal Tax Identification Number)

Is your business registered with System for Award Management? Yes ___ No ___

If NO, please register your business with System for Award Management.

Date of Registration _____

Name of Subcontractor _____

Dun & Bradstreet (D-U-N-S Number) _____

Employer Identification Number (EIN) _____
(Is also known as Federal Tax Identification Number)

Unique Entity ID (Sam.Gov) _____

Is your business registered with System for Award Management? Yes ___ No ___

If NO, please register your business with System for Award Management.

Date of Registration _____

Name and Title of Authorized Representative (print or type) _____
Date



**DEPARTMENT OF HOUSING AND HUMAN SERVICES
CERTIFICATION OF CONTRACTOR REGARDING**

**EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$100,000)
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

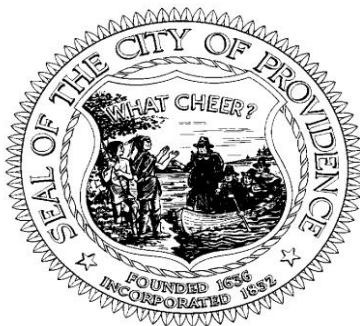
Name and address of bidder

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF HOUSING AND HUMAN SERVICES
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES**

(For Prime Contracts Exceeding \$100,000)

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



DEPARTMENT OF HOUSING AND HUMAN SERVICES

SECTION 3 REQUIREMENTS

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).

Applicability of Section 3 to Community Planning & Development Assistance

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:

- 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
- 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

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.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

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.

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.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or

2. 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.

Section 3 Business Concerns Are One of the Following:

1. 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.
2. 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

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.

For additional information, please visit the Section 3 website at: www.hud.gov/section3.

¹ See http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5842.

² See http://www.doleta.gov/youth_services/youthbuild.cfm.

Section 3 Clause

A. 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.

B. 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.

C. 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:

1. After the contractor is selected; and
2. 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.

D. 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.

E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

O. 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.

P. 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.



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
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

**CONTRACTOR'S DBE/SUBCONTRACTOR
UTILIZATION FORM**

All Bidders must furnish this form with their bid on Bid Opening day

Contractor: _____ Telephone: _____
Ext. _____

Contact Person: _____ Fax: _____

E-mail: _____

BID PRICE: \$ _____ BID DATE: ____/____/____

PROJECT # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____ % PARTICIPATION FOR THIS SUBMISSION

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

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

Equal Opportunity Use:

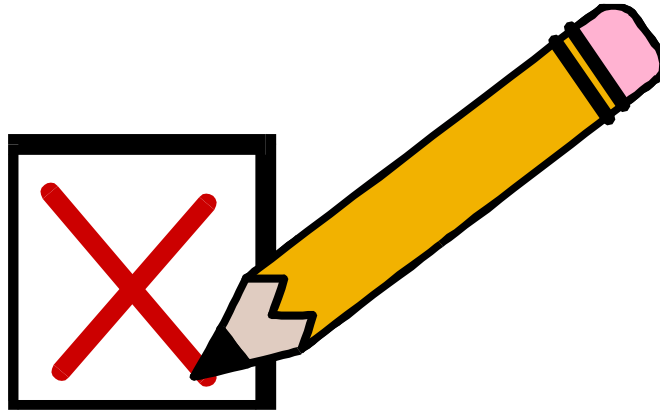
Form received: ____/____/____ Verified by: _____

cc: Contracts Other _____

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

SECTION 3 UTILIZATION REPORT

**Must be submitted by Prime Contractor
Prior to receiving final payment of CDBG funds**





DEPARTMENT OF HOUSING AND HUMAN SERVICES

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



DEPARTMENT OF HOUSING AND HUMAN SERVICES
SECTION 3 UTILIZATION REPORT
(For Prime Contracts Exceeding \$100,000)

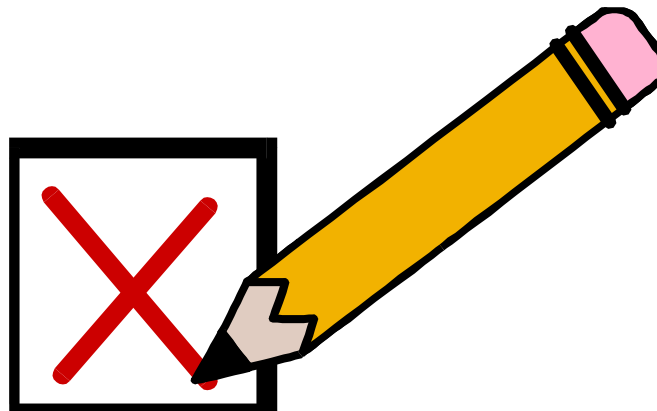
1. Determine if there has been Section 3 participation in the construction project.
 - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the 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.

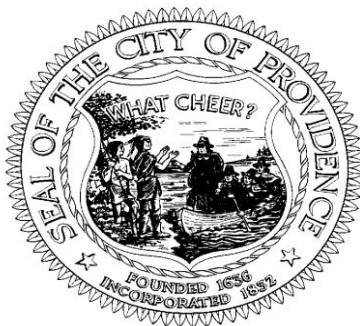
IMPORTANT REMINDER!

Final payment of CDBG funds will not be made until Section 3 Utilization Report is submitted to CDBG grantee or designee

CERTIFICATIONS FOR SUBCONTRACTORS

**Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work**





**DEPARTMENT OF HOUSING AND HUMAN SERVICES
CERTIFICATION OF SUBCONTRACTOR REGARDING**

**EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts)
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

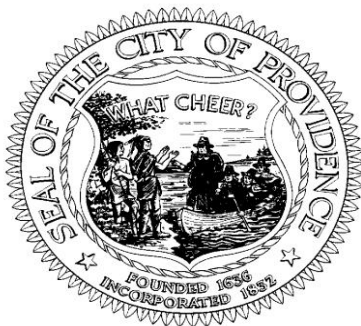
Name and address of subcontractor

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF HOUSING AND HUMAN SERVICES
REGARDING SEGREGATED FACILITIES**

(For Subcontracts)

Name of Subcontractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.



Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative **Date**



DEPARTMENT OF HOUSING AND HUMAN SERVICES

SECTION 3 AFFIRMATIVE ACTION PLAN

(Subcontractor)

[For Subcontracts that exceed \$100,000]

_____, Subcontractor, 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 obtaining income information from new project area employees on the Section 3 Income Worksheet.
- N. To provide all Section 3 Income Worksheets to the prime contractor for inclusion in the Section 3 Utilization Report prior to receipt of final payment of CDBG funds.
- 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.

SUBCONTRACTOR CERTIFICATION

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

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

FEDERAL REQUIREMENTS

1. 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.

2. 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.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

**(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:

1. 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.
2. 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.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202

**Applicable to Federally assisted construction contracts
and related subcontracts exceeding \$10,000**

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

- 1.a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

- g) 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.
2. 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:

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

- a) 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.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) 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.
- d) 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.

- e) 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.
- f) 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.
- g) 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.

3. 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.

4. 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.

5. 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.

6. 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:

Section 3 Clause:

- a) The work to be performed under this contracts 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.

- b) 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.
- c) 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.
- d) 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. The 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.
- e) 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.
- f) 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.
- g) 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).

7. LABOR STANDARDS

- a) 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.
- b) 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.
- c) Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

8. 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.

9. 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.

10. 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.

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.

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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. 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.

B. 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.

C. 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.

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

Applicability

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

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers of mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such

weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their

representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or

under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan

or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide

them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

wage determination incorporated into the contract.

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in

his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and

participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such

Administration...makes, utter of publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

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

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in the following:
1. Section 31 00 00 "Earthwork".
 2. Section 31 02 05 "Contaminated Soil Excavation".

1.02 SUMMARY

- A. This Section includes furnishing, placing, and maintaining sedimentation control measures as shown on the Drawings, as directed by the Engineer and/or Owner, and where necessary to reduce sediment content of runoff. Control measures are to remain in place until after completion of construction. Measures include the following:
1. Compost filter sock
 2. Construction Access.
 3. Temporary seeding and mulching.
 4. Dust Control.

1.03 SUBMITTALS

- A. Product data and manufacturer's installation instructions: For the following:
1. Compost Filter Sock.
 2. Construction Access.
 3. Dust control.
 4. Contractor emergency contact information for immediate response.

1.04 QUALITY ASSURANCE

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" dated February 2025 and issued revisions or supplements.
1. Latest Standard Specifications are available here:
<https://www.dot.ri.gov/business/bluebook/index.php>
- B. Sedimentation and erosion control measures shall be installed and maintained in accordance with the most recent version of the "Rhode Island Soil Erosion and Sediment Control Handbook" by the Rhode Island State Conservation Committee, Rhode Island Department of Environmental Management, Rhode Island Coastal Resources Management Council, Rhode Island Department of Transportation, and The University of Rhode Island.

GENERAL NOTES:

- REFERENCE IS MADE TO THE LATEST EDITIONS OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION (RIDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2025 EDITION" (INCLUDING ALL SUBSEQUENTLY ISSUED SUPPLEMENTS, REVISIONS AND ADDENDA) AND THE "RHODE ISLAND STANDARD DETAILS, 1998 EDITION" (AMENDED JUNE 2019, INCLUDING ALL SUBSEQUENTLY ISSUED SUPPLEMENTS, REVISIONS, AND ADDENDA). ALL PROJECT SITE IMPROVEMENTS SHALL CONFORM TO THE APPLICABLE STANDARDS SET FORTH IN THESE DOCUMENTS (INCLUDING ALL SUB-REFERENCES INCORPORATED THEREIN) UNLESS OTHERWISE NOTED.
- ANY DAMAGE TO EXISTING PAVEMENT, CONDUIT, UTILITIES, SIDEWALK, FENCES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED AND RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY OF PROVIDENCE.
- THE LIMITS OF CLEARING AND SURFACE DISTURBANCE MUST BE STRICTLY ADHERED TO IN ALL AREAS.
- CLEANING AND SWEEPING SHALL BE DONE AT THE CONCLUSION OF EACH WORK DAY WITHIN THE CITY OF PROVIDENCE'S RIGHT-OF-WAY AS NEEDED.
- CLEANING AND SWEEPING OF PAVEMENT WILL INCLUDE REMOVAL OF ALL PAVEMENT DEBRIS PRIOR TO THE PLACEMENT OF EACH BITUMINOUS LIFT. ALL CLEANING AND SWEEPING SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ROADWAYS FREE OF DEBRIS RESULTING FROM THEIR CONSTRUCTION OPERATIONS. ALL DEBRIS SHALL BE REMOVED TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE CITY OF PROVIDENCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT AT THE END OF FINAL PAVING OPERATIONS, FLOW TO EXISTING DRAINAGE STRUCTURES HAS BEEN REESTABLISHED AND THAT NO ISOLATED DEPRESSIONS REMAIN.
- THE CONTRACTOR SHALL READ, BECOME FAMILIAR WITH, AND ADHERE TO ALL OF THE PROVISIONS, CONDITIONS, AND STIPULATIONS STATED IN THE ENVIRONMENTAL APPROVALS ISSUED FOR THE PROJECT FROM THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (RIDEM). COPIES OF APPLICABLE PERMITS ARE INCLUDED IN THE CONTRACT DOCUMENTS. ALL COSTS ASSOCIATED WITH THESE CONDITIONS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND INCLUDED WITH THE BID FOR SITE WORK.

AMERICAN WITH DISABILITIES ACT (ADA) NOTES:

- ALL IMPROVEMENTS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) TO THE MAXIMUM EXTENT.
- THE MAXIMUM RUNNING SLOPE ALONG ALL ACCESSIBLE PATHS OF TRAVEL NOT EXCEED 4.9% (0.049FT/FT). NO AREAS DESIGNATED AS "ADA COMPLIANT SIDEWALKS" SHALL EXCEED 5.0% AT ANY LOCATION, AS SHOWN IN THE ADA COMPLIANT SIDEWALK DETAIL. THE MAXIMUM CROSS SLOPE ACROSS ALL ACCESSIBLE PATHS OF TRAVEL SHALL NOT EXCEED 1.5% (0.015 FT/FT).
- THE MAXIMUM SLOPE IN ANY DIRECTION WITHIN THE PLAYGROUND AREA SHALL NOT EXCEED 1.5%.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE THE LEVEL OF CARE NECESSARY TO BE CERTAIN THAT THE CONSTRUCTED PRODUCT MEETS ADA/CONTROLLING STANDARDS. IN THE EVENT OF ANY NON-COMPLIANCE THE CONTRACTOR MUST NOTIFY THE DESIGNER BEFORE CONSTRUCTION FOR ADVICE IN FINDING A RESOLUTION.

DRAINAGE AND EROSION CONTROL NOTES:

- NO UNDISTURBED AREAS SHALL BE CLEARED OF EXISTING VEGETATION AFTER OCTOBER 15 OF ANY CALENDAR YEAR OR DURING ANY FULL OR PARTIAL WINTER SHUTDOWN PERIOD. ALL SOILS DISTURBED PRIOR TO OCTOBER 15 SHALL BE SEEDED OR OTHERWISE STABILIZED BY THAT DATE.
 - ANY AREAS LACKING ADEQUATE VEGETATIVE STABILIZATION BY NOVEMBER 15, AS DETERMINED BY THE RESIDENT ENGINEER OR ENVIRONMENTAL INSPECTOR, SHALL BE STABILIZED USING EROSION CONTROL MATTING OR HAY MULCH PER THE R.I. SOIL EROSION AND SEDIMENT CONTROL HANDBOOK.
- STOCKPILES SHALL HAVE SIDE SLOPES NO GREATER THAN 30%. STOCKPILES OF ERODIBLE MATERIAL SHALL BE SEEDED AND SURROUNDED WITH PERIMETER CONTROLS IN ACCORDANCE WITH R.I. STANDARD 9.1.0.
- IF THE CONTRACTOR ELECTS TO USE ALTERNATIVE AREAS FOR DEWATERING BASINS, MATERIAL STORAGE, OR STOCKPILING BEYOND THOSE INDICATED ON THE PLANS, SUCH USE MUST BE APPROVED BY THE ENGINEER AND SHALL COMPLY WITH ALL REQUIRED PERMITS OR PERMIT MODIFICATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AT NO ADDITIONAL COST TO THE STATE, WITH SUBMITTALS COORDINATED THROUGH THE CITY OF PROVIDENCE.
- PRIOR TO DRAINAGE AND UTILITY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING PIPES AND STRUCTURES TO BE CONNECTED. ANY DISCREPANCIES FROM THE PLANS SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH WORK. CONSTRUCTION MAY BEGIN ONLY UPON WRITTEN AUTHORIZATION FROM THE ENGINEER.
- ALL UTILITY STRUCTURES LOCATED WITHIN PAVED AREAS SHALL BE ADJUSTED TO MATCH FINISHED PAVEMENT GRADES.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND RUNOFF CONVEYANCE THROUGHOUT THE WORK AREA DURING ALL STORM EVENTS.
- APPROVED EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN WHENEVER SUBBASE IS EXPOSED AND SHALL REMAIN IN PLACE UNTIL ALL ADJACENT AREAS ARE STABILIZED.
- PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES, EROSION SEDIMENT CONTROLS SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR AS OTHERWISE REQUIRED TO PREVENT OFF-SITE SEDIMENT DISCHARGE. LIMITS OF CLEARING AND DISTURBANCE SHALL BE STRICTLY ADHERED TO.
- ALL APPROVED EROSION CONTROLS AND TEMPORARY PROTECTIVE MEASURES SHALL REMAIN IN PLACE UNTIL AN ACCEPTABLE STAND OF GRASS OR FINAL SURFACE COVER HAS BEEN FULLY ESTABLISHED.
- SEASONAL SEEDING DATES SHALL COMPLY WITH SUBSECTION L.02.03 OF THE R.I.D.O.T. STANDARD SPECIFICATIONS, LATEST EDITION.

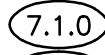








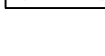
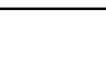



UTILITY NOTES:

- EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, BOTH UNDERGROUND AND OVERHEAD, BEFORE BEGINNING EXCAVATION, IN ACCORDANCE WITH CHAPTER 39-1.2 OF THE R.I. GENERAL LAWS ("EXCAVATION NEAR UNDERGROUND UTILITY FACILITIES") AND SUBSEQUENT AMENDMENTS EFFECTIVE NOVEMBER 1, 2009.
- EXCAVATION SHALL CONFORM TO ALL APPLICABLE STATUTES, ORDINANCES, RULES, AND REGULATIONS OF CITY, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THE DIG SAFE PROGRAM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES AND CONFIRM THAT ALL UTILITIES HAVE BEEN MARKED PRIOR TO EXCAVATION.
- ANY DAMAGE TO EXISTING UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS, FAILURE TO NOTIFY UTILITY COMPANIES, OR NEGLIGENCE SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE CITY OF PROVIDENCE.

PLAYGROUND EQUIPMENT NOTES:

- PLAYGROUND EQUIPMENT SHALL COMPLY WITH SPECIFICATION 31.08.00 "PLAYGROUND EQUIPMENT AND INSTALLATION REQUIREMENTS".
- PLAYGROUND EQUIPMENT LAYOUT PLAN PROVIDED BY OTHERS.

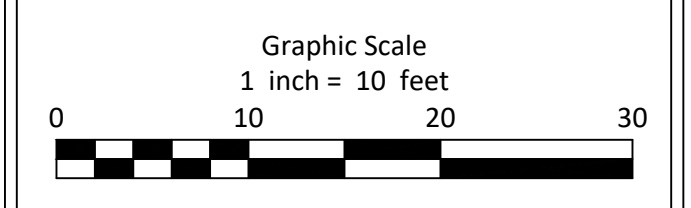
LEGEND

-  PRECAST CONCRETE CURB (FLUSH WITH GRADE)
-  PRECAST CONCRETE LOT CURB
-  COMPOST FILTER SOCK
-  REMOVE & DISPOSE FLEXIBLE PAVEMENT
-  EXISTING TO REMAIN
-  LOAM & SEED
-  LIMIT OF DISTURBANCE
-  NEW CONCRETE STRUCTURE (SEE DETAIL)
-  NEW PAVEMENT STRUCTURE (SEE DETAIL)
-  REMOVE & RESET
-  PLAYGROUND SURFACE MATERIAL (POURED IN PLACE RUBBER)
-  PLAYGROUND SURFACE MATERIAL ALTERNATIVE (ENGINEERED WOOD FIBER)
-  COMPOST FILTER SOCK
-  SAWCUT & MATCH PAVEMENT

REV #	DATE	DESCRIPTION

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PREPARED BY:



GM2 ASSOCIATES, INC
27 Jefferson Street
Taunton, MA 02780
508.824.6609

PROJECT:

191 WEBSTER AVENUE
(PROVIDENCE COUNTY)
PROVIDENCE, RHODE ISLAND

TITLE: WEBSTER AVE ELEMENTARY SCHOOL PLAYGROUND NOTES

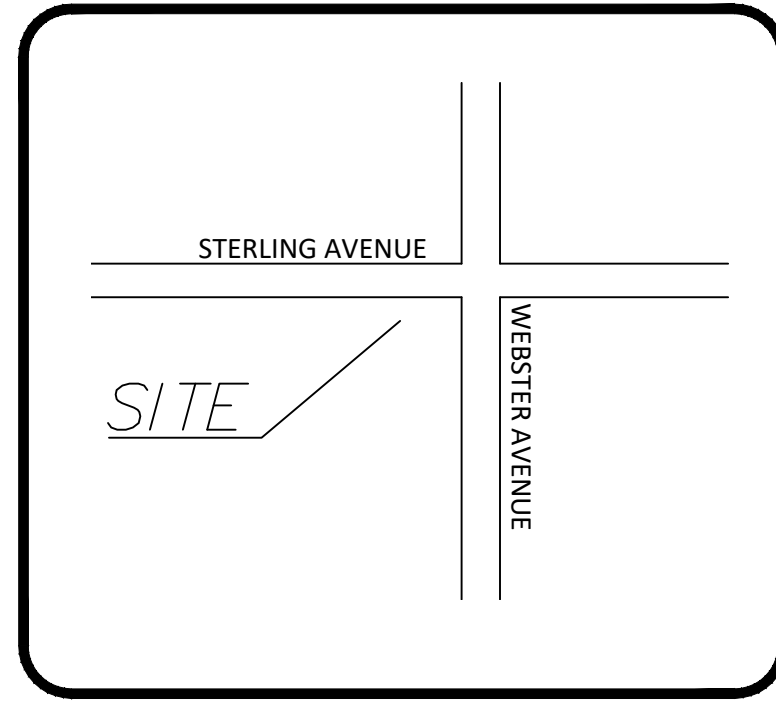
PREPARED FOR: CITY OF PROVIDENCE
25 DORRANCE STREET
PROVIDENCE, RHODE ISLAND 02903

DATE: OCTOBER 29, 2025

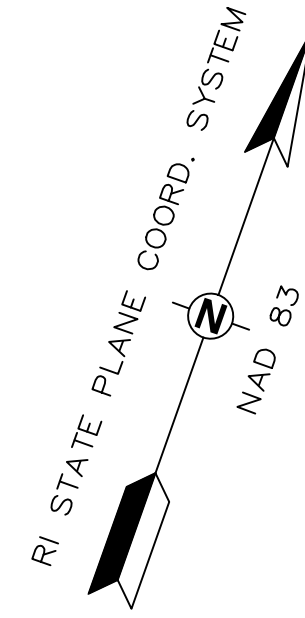
PROJECT NO. 42472.00

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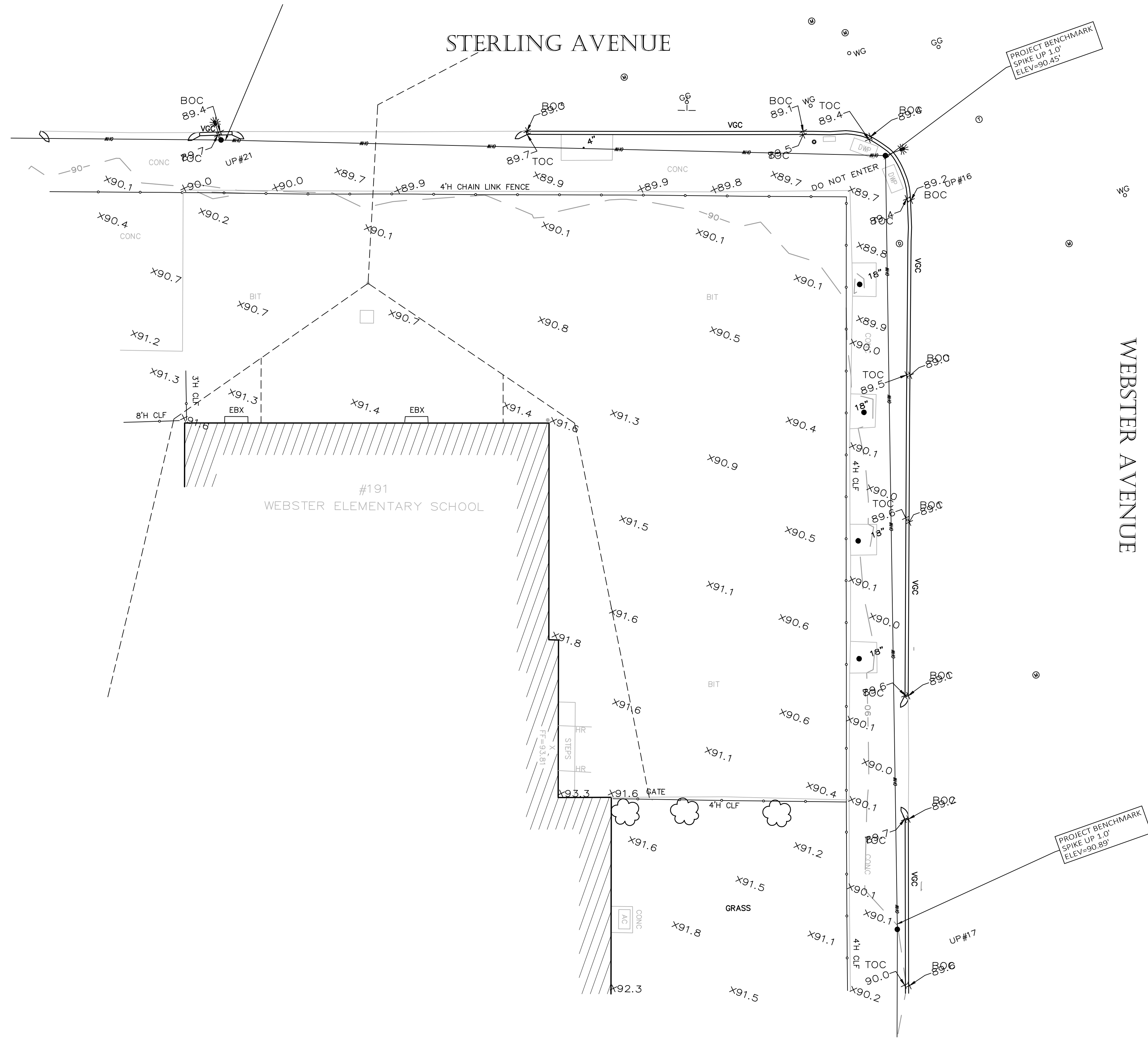
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LOCUS MAP
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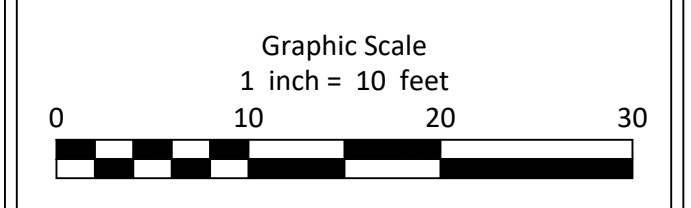
STREET INDEX	
WEBSTER AVENUE	STERLING AVENUE



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27 Jefferson Street
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PROJECT:

191 WEBSTER AVENUE
(PROVIDENCE COUNTY)
PROVIDENCE, RHODE ISLAND

TITLE:

WEBSTER AVE ELEMENTARY
SCHOOL PLAYGROUND
EXISTING CONDITIONS

PREPARED FOR:

CITY OF PROVIDENCE
25 DORRANCE STREET
PROVIDENCE, RHODE ISLAND 02903

DATE:

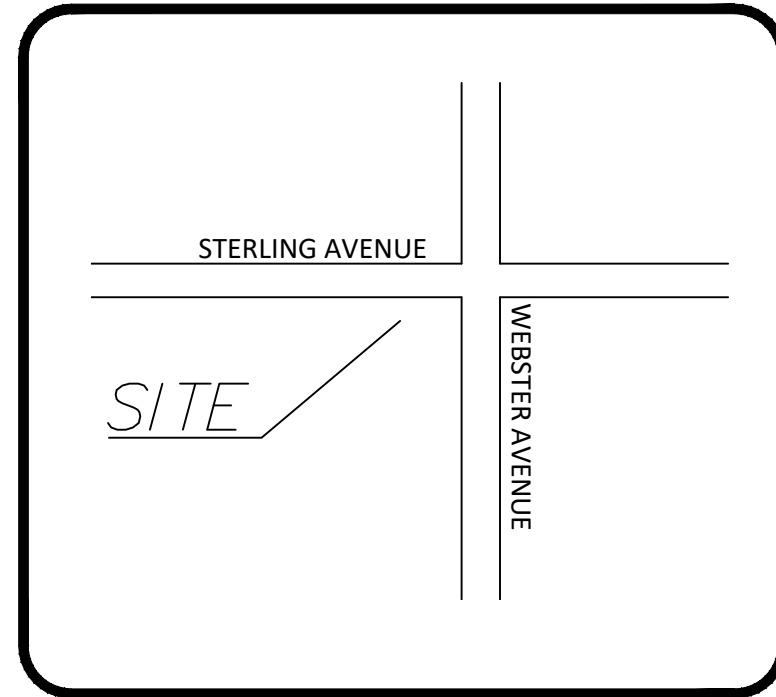
OCTOBER 29, 2025

PROJECT NO.

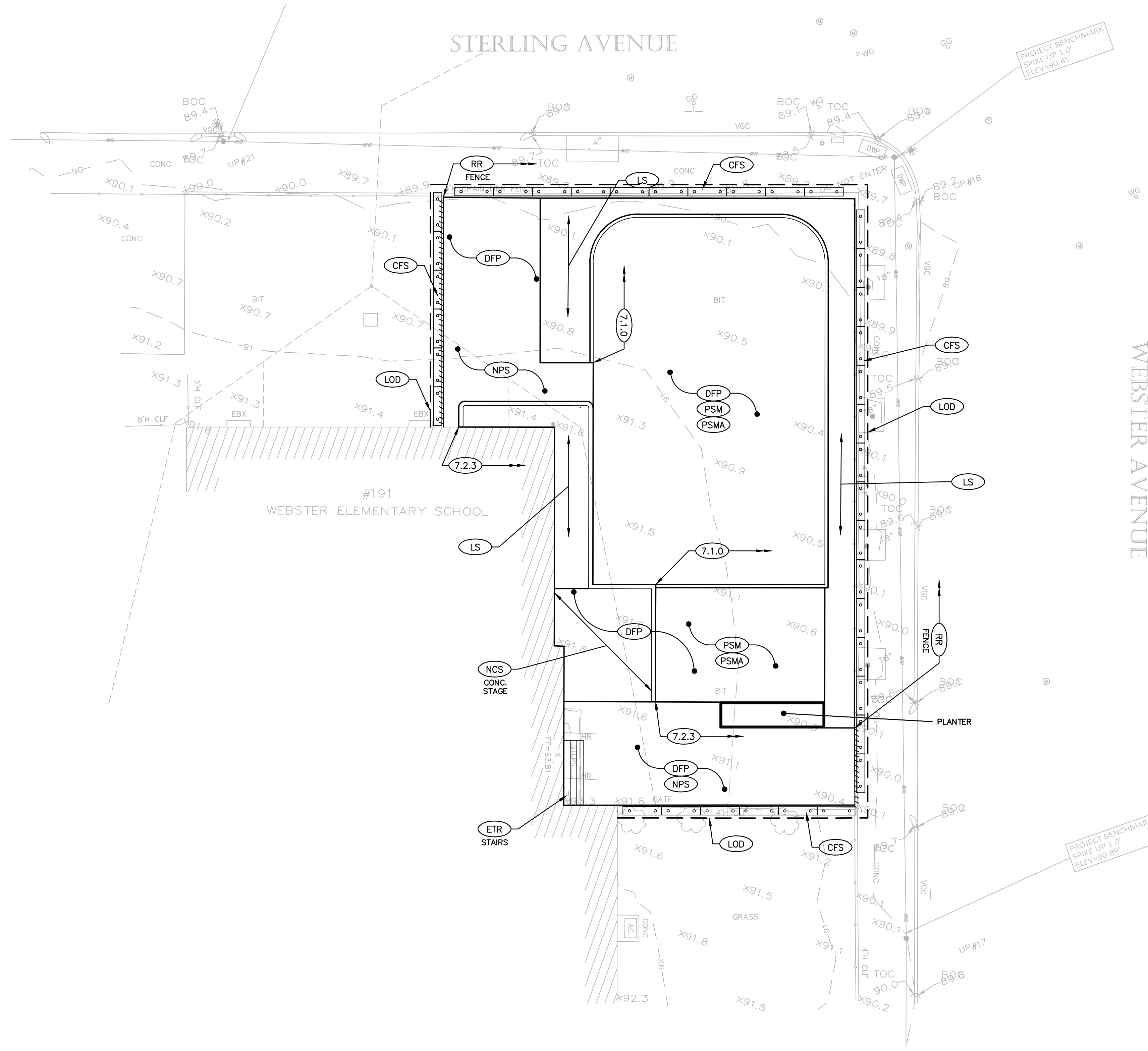
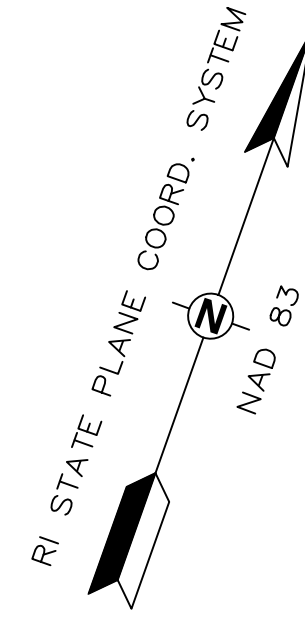
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LOCUS MAP
not to scale



STREET INDEX	
WEBSTER AVENUE	STERLING AVENUE

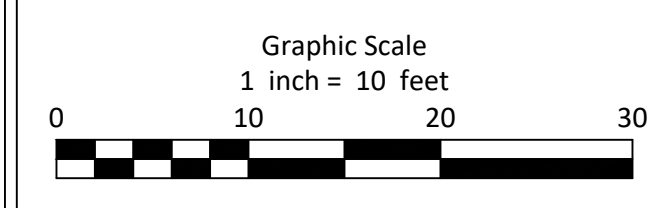
- LEGEND**
- (7.1.0) PRECAST CONCRETE CURB (FLUSH WITH GRADE)
 - (7.2.3) PRECAST CONCRETE LOT CURB
 - (CFS) COMPOST FILTER SOCK
 - (DFP) REMOVE & DISPOSE FLEXIBLE PAVEMENT
 - (ETR (ITEM)) EXISTING TO REMAIN
 - (LS) LOAM & SEED
 - (LOD) LIMIT OF DISTURBANCE
 - (NCS) NEW CONCRETE STRUCTURE (SEE DETAIL)
 - (NPS) NEW PAVEMENT STRUCTURE (SEE DETAIL)
 - (RR (ITEM)) REMOVE & RESET
 - (PSM) PLAYGROUND SURFACE MATERIAL (POURED IN PLACE RUBBER)
 - (PSMA) PLAYGROUND SURFACE MATERIAL ALTERNATIVE (ENGINEERED WOOD FIBER)
 - ▭ COMPOST FILTER SOCK
 - SAWCUT & MATCH PAVEMENT

DRWN BY:	DAL
CHK'D BY:	TAR
APRVD BY:	TAR

REV #	DATE	DESCRIPTION

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27 Jefferson Street
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508.824.6609

PROJECT:
191 WEBSTER AVENUE
(PROVIDENCE COUNTY)
PROVIDENCE, RHODE ISLAND

TITLE:
WEBSTER AVE ELEMENTARY
SCHOOL PLAYGROUND
GENERAL PLANS

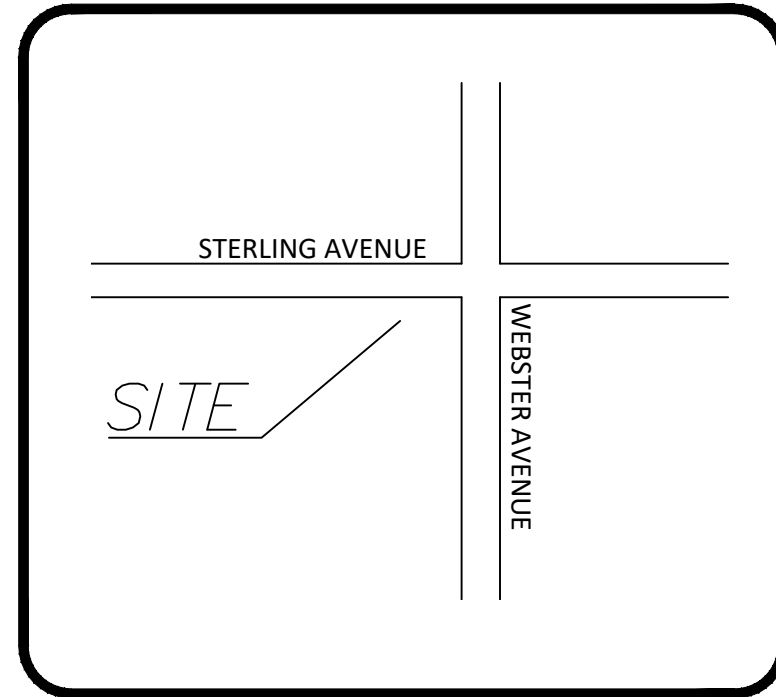
PREPARED FOR:
CITY OF PROVIDENCE
25 DORRANCE STREET
PROVIDENCE, RHODE ISLAND 02903

DATE:
OCTOBER 29, 2025

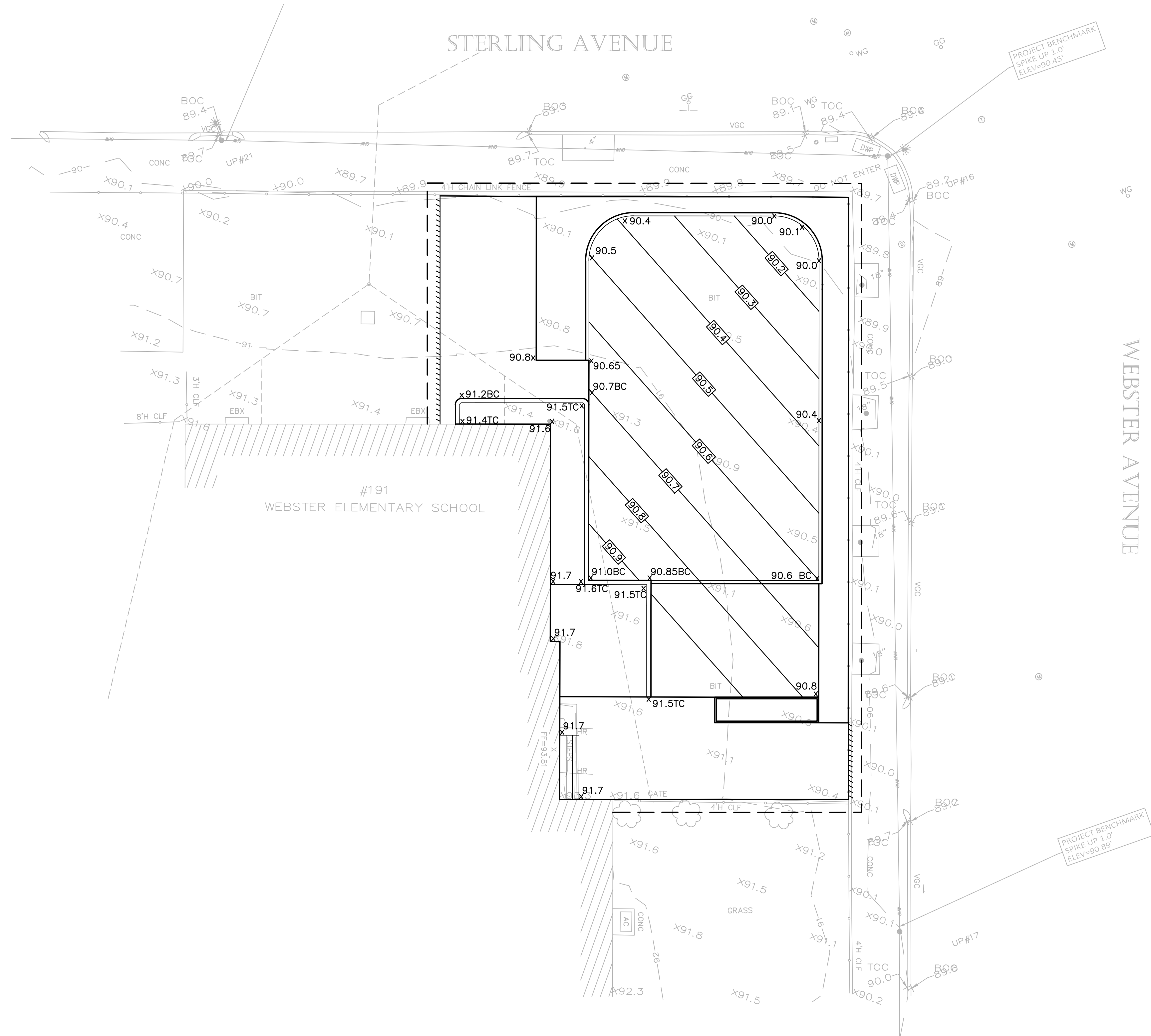
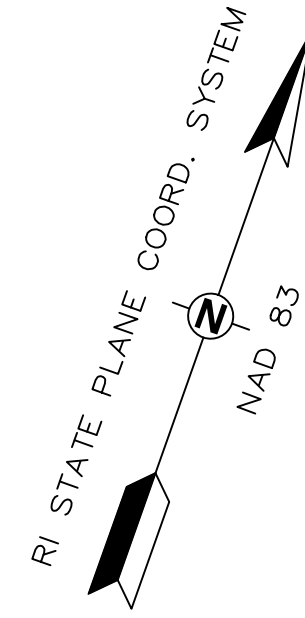
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LOCUS MAP
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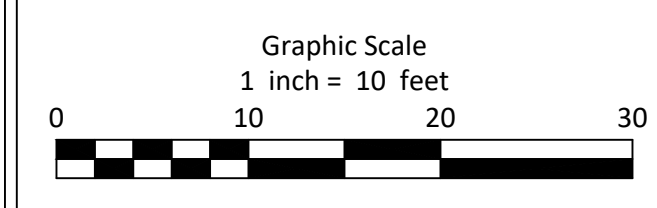
STREET INDEX	
WEBSTER AVENUE	STERLING AVENUE

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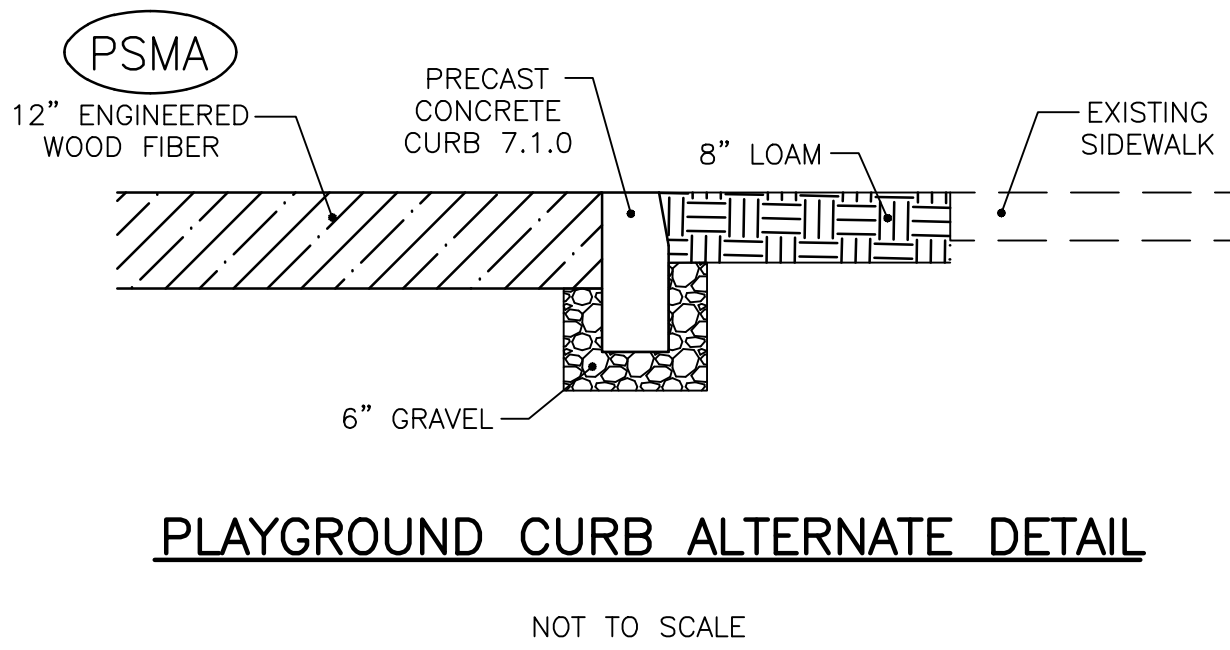
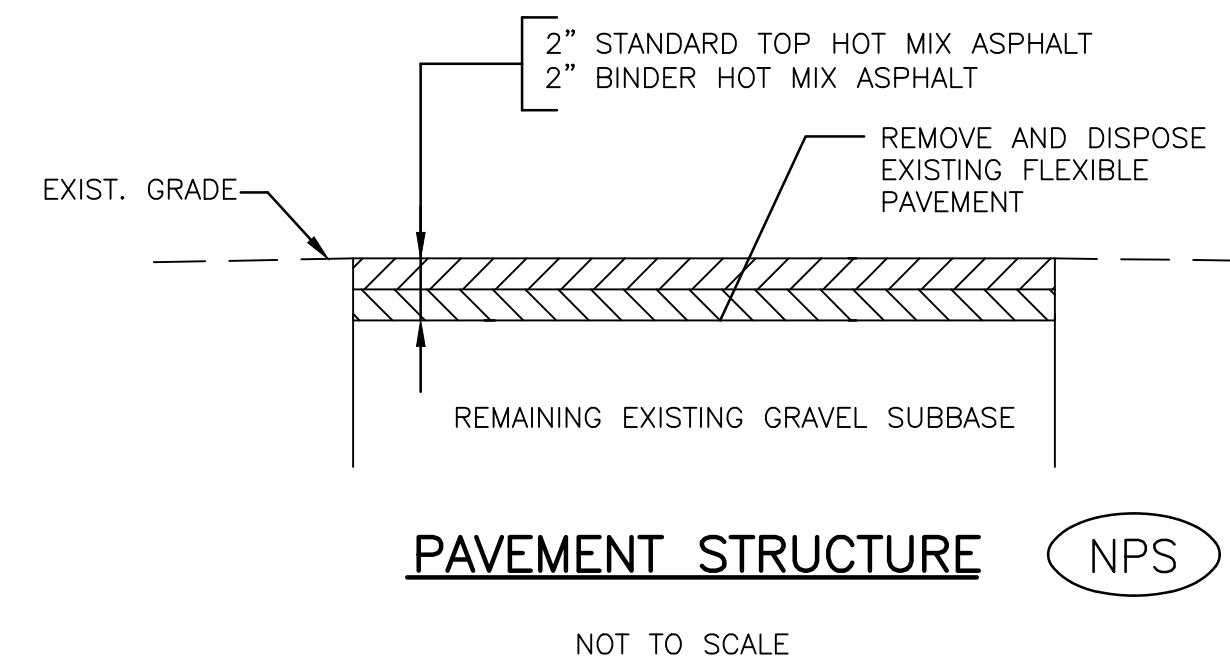


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27 Jefferson Street
Taunton, MA 02780
508.824.6609

PROJECT:
191 WEBSTER AVENUE
(PROVIDENCE COUNTY)
PROVIDENCE, RHODE ISLAND

TITLE:
WEBSTER AVE ELEMENTARY
SCHOOL PLAYGROUND
GRADING PLANS
PREPARED FOR:
CITY OF PROVIDENCE
25 DORRANCE STREET
PROVIDENCE, RHODE ISLAND 02903

DATE:
OCTOBER 29, 2025
PROJECT NO.
42472.00



PLAYPAVE
RUBBER SURFACING

PLAYPAVE™
PO BOX 184 ROCKVILLE CENTRE
NEW YORK, 11570
PHONE: 1-603-800-6716
www.playpave.com

PLAYPAVE PIP PLAYGROUND DETAILS

LOOSE FILL EDGE

CONCRETE EDGE

KEYWAY EDGE

EQUIPMENT DETAIL

NOTE: SUBDRAIN NOT USED FOR THIS PROJECT

PLAYPAVE RUBBER SURFACING
PLAYPAVE PIP PLAYGROUND DETAILS

CIRCULAR CURB

NOTES:
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0".
3. EXPOSED SURFACES TO HAVE A SPONGE FLOAT FINISH.
4. CIRCULAR CURB IS REQUIRED ON CURVES WITH RADII OF 160'-0" OR LESS. STRAIGHT CURB TO BE USED ON CURVES OF MORE THAN 160'-0" RADIUS.
5. EXPOSED EDGES TO HAVE A 3/4" CHAMFER.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
PRECAST CONCRETE CURB

REVISIONS			R.I. STANDARD 7.1.0	
NO.	BY	DATE	ISSUE DATE	
1	MLP	Mar 05	JUNE 15, 1998	

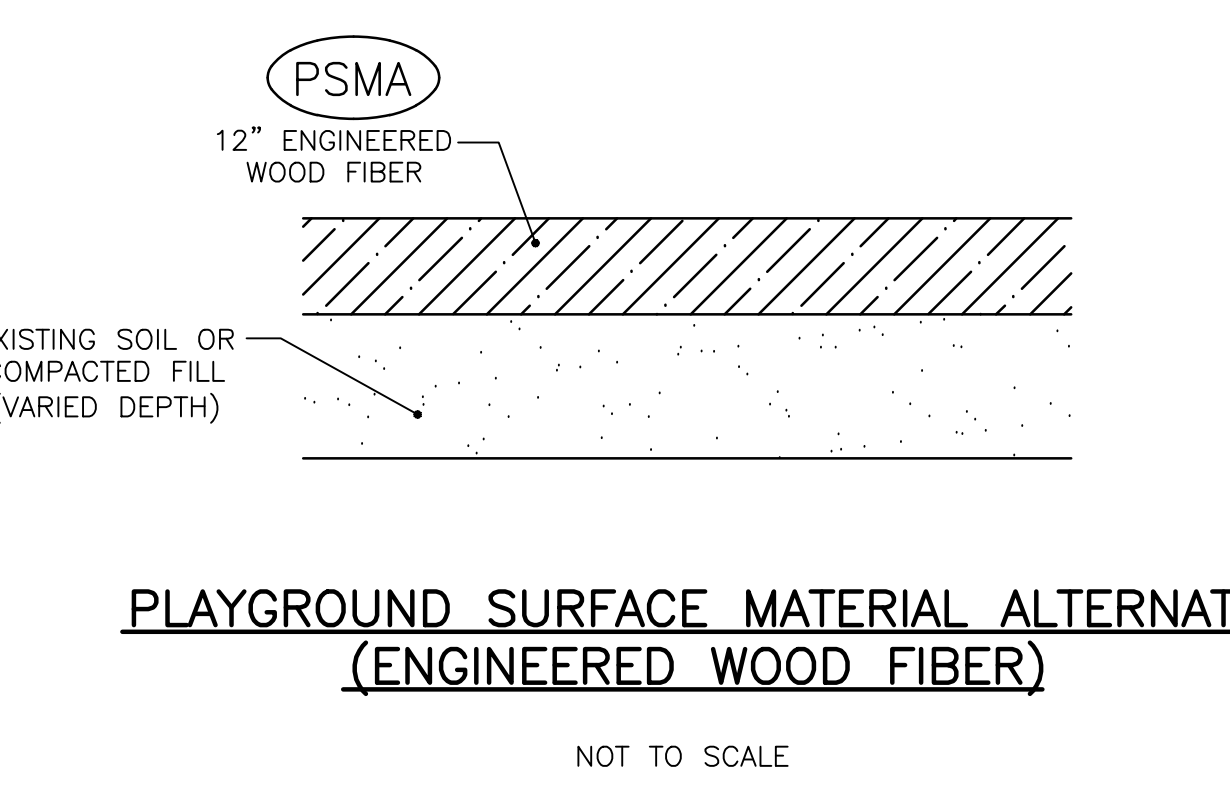
LONGITUDINAL SECTION @ JOINT **END SECTION**
1'-6" LOT CURB

LONGITUDINAL SECTION @ JOINT **END SECTION**
2'-0" LOT CURB

NOTES:
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. 1/8" JOINTS DOWELED WITH A 3/4" diameter DOWEL 6" LONG.
3. TOP AND EXPOSED SURFACES TO H+2" TO HAVE A SPONGE FLOAT FINISH.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
PRECAST CONCRETE LOT CURB

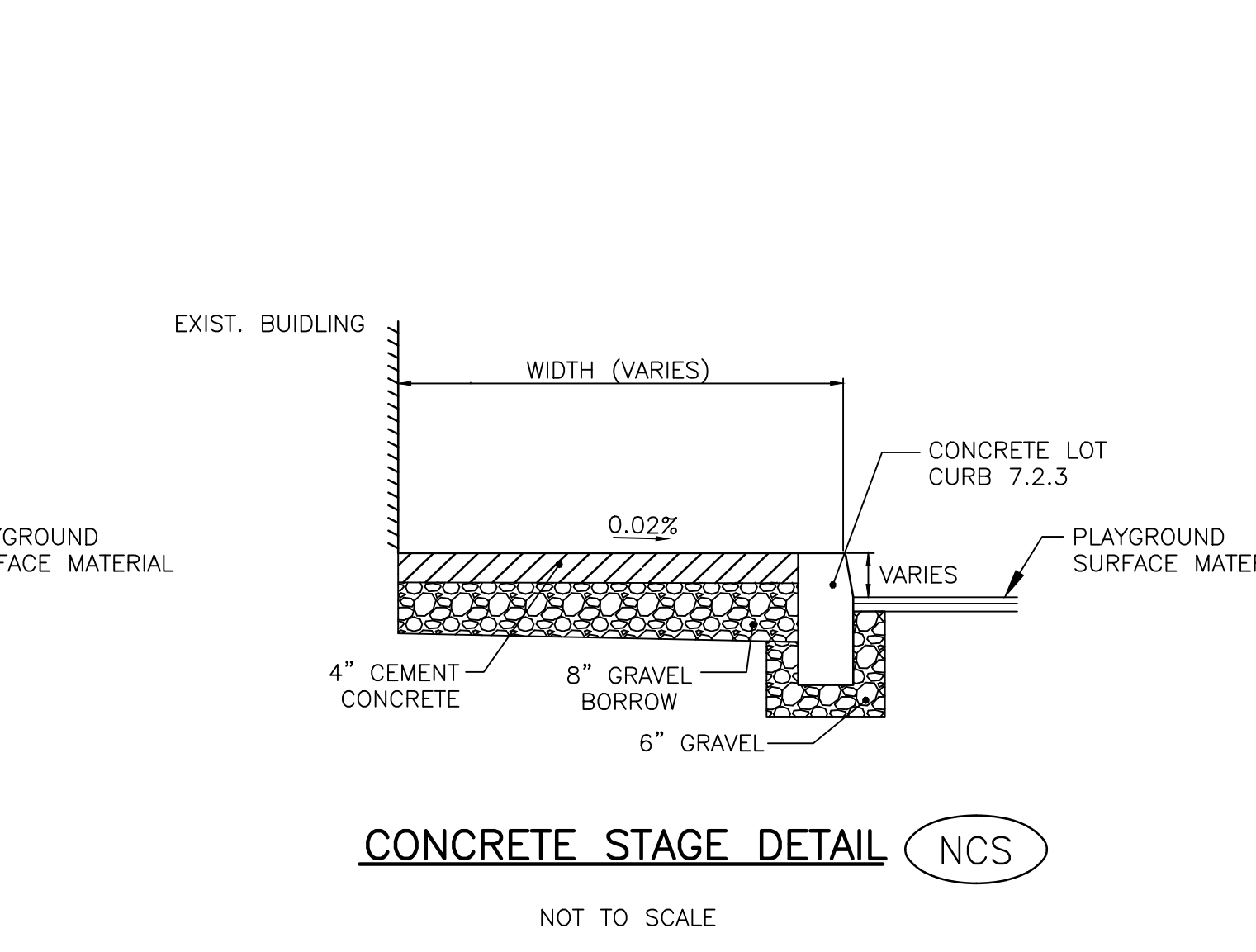
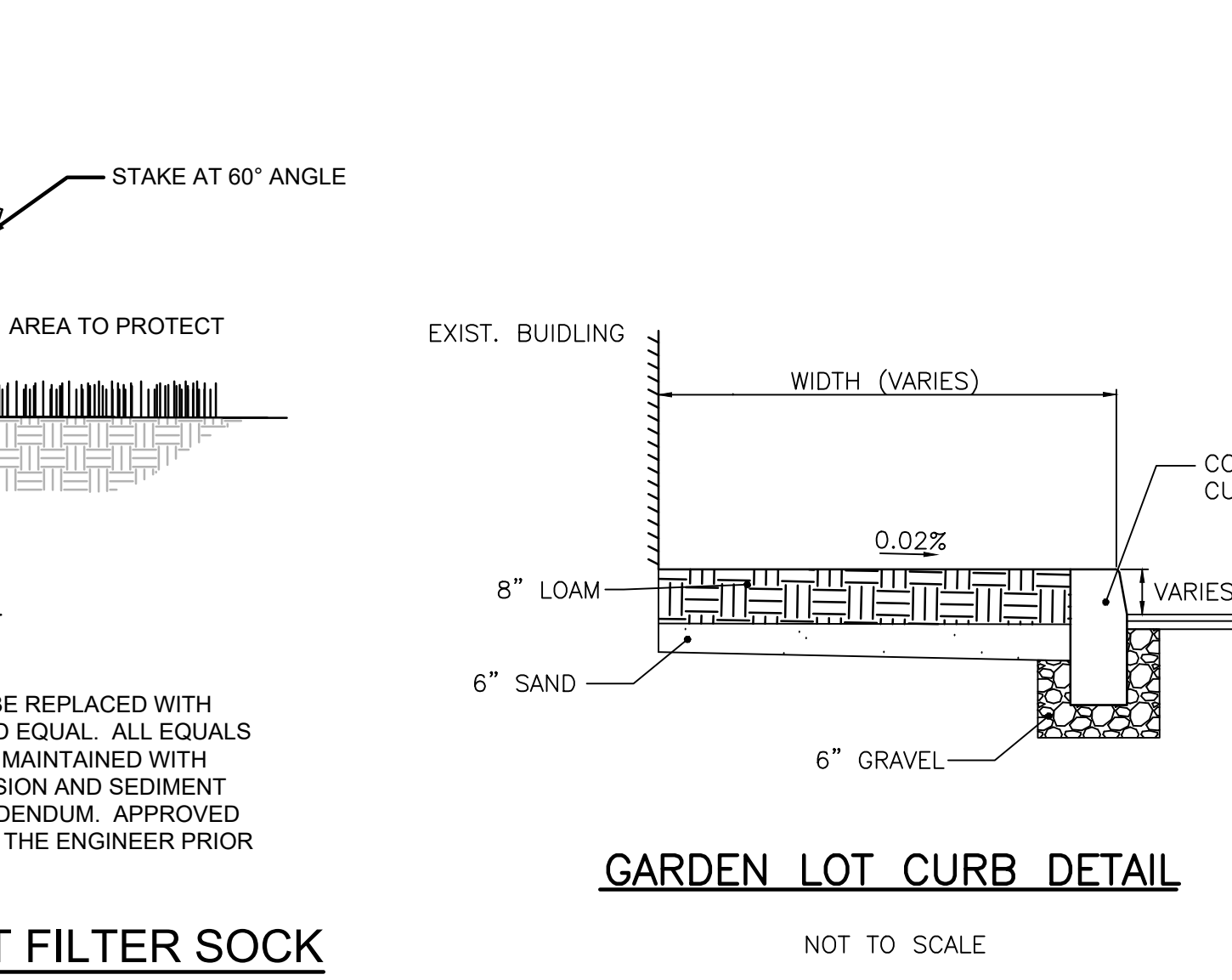
REVISIONS			R.I. STANDARD 7.2.3	
NO.	BY	DATE	ISSUE DATE	
			JUNE 15, 1998	



ELEVATION
CONTAMINATED SOIL STOCKPILE
NOT TO SCALE

NOTES:
1. COMPOST FILTER SOCK MAY BE REPLACED WITH STRAW WATTLE OR APPROVED EQUAL. ALL EQUALS SHALL MEET. INSTALLED AND MAINTAINED WITH THE RHODE ISLAND SOIL EROSION AND SEDIMENT CONTROL HANDBOOK. ALL ADDENDUM. APPROVED EQUALS TO BE SUBMITTED TO THE ENGINEER PRIOR TO INSTALLATION.

8-INCH COMPOST FILTER SOCK
NOT TO SCALE



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Graphic Scale
1 inch = 10 feet
0 10 20 30

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27 Jefferson Street
Taunton, MA 02780
508.824.6609

PROJECT:

191 WEBSTER AVENUE
(PROVIDENCE COUNTY)
PROVIDENCE, RHODE ISLAND

TITLE:

WEBSTER AVE ELEMENTARY
SCHOOL PLAYGROUND
DETAILS

PREPARED FOR:

CITY OF PROVIDENCE
25 DORRANCE STREET
PROVIDENCE, RHODE ISLAND 02903

DATE:

OCTOBER 29, 2025

PROJECT NO.

42472.00

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1.02 PROJECT CONDITIONS

- A. All erosion and sedimentation control work shall comply with the regulatory and permitting requirements.
- B. Contractor shall submit 24-hour contact name and number for response to situations that may require immediate response.
- C. Environmental Requirements: Protect adjacent properties and water resources from erosion and sediment damage throughout Work.

1.03 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
 - 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- B. Related Sections for Sustainable Design Requirements:
 - 1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 - 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 - 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 - 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling and disposal.
 - 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 - 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

PART 2 - PRODUCTS

2.01 CONSTRUCTION ACCESS

- A. Crushed Stone: Comply with Subsection M.01.09, Table I, Column II of the RIDOT Standard Specifications.
- B. Filter fabric shall conform to RIDOT Standard Specification, Section 206.02.2.

2.02 DUST CONTROL

- A. Water. Portable.
- B. Crushed Stone: See Division 31 Section 31 00 00 “Earthwork” for gradation of crushed stone to

be used dust control applications.

2.03 COMPOST FILTER SOCK

- A. Compost filter sock material shall contain composted organic matter according to AASHTO Designation R 51-13 and meet all applicable Federal and State regulations.
- B. Filter sock netting shall contain biodegradable materials.
- C. For compost filter socks 18-inches or less in diameter, use wooden stakes 1 in. x 1 in., at 10-foot intervals on center, and of a length that projects into the soil 1-foot leaving 3 in. to 4 in. protruding above the filter sock.
- D. For compost filter socks greater than 18 in. in diameter, use wooden stakes 2 in. x 2 in., at 10-ft intervals on center, and of a length that projects into the soil 1 ft, leaving 3 in. to 4 in. protruding above the filter sock.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install erosion and sediment control measures prior to clearing, demolition, or construction.
- B. Attend a preconstruction meeting with the Engineer and/or Owner, to review permit conditions and construction methods.
- C. Implement and maintain the erosion and sediment controls in accordance with the Soil Erosion and Sediment Control Report included within the Contract Drawings. Inform parties engaged on the construction site of the requirements and objectives of this Plan.
- D. Control dust to prevent a hazard to traffic on adjacent transportation corridors. Dust control includes, but is not limited to, sprinkling of water, mulch and/or crushed stone on exposed soils and haul roads.
- E. Inspect site weekly and prior to anticipated rain events. Ensure that erosion controls are properly maintained and functioning. Resolve erosion concerns per the Soil Erosion and Sediment Control Report included within the Contract Drawings.
- F. Install additional control measures if deemed necessary by the Engineer or Owner.
- G. If necessary, utilize methods and devices as permitted by authorities having jurisdiction and appropriate regulations to minimize and retain suspended solids including pumping water into a temporary sedimentation bowl, providing surge protection at inlet and outlet of pumps, floating pump intake.
 - 1. If pumping operation results in turbidity problems, stop pumping until means of controlling turbidity are determined and implemented.

3.02 STOCKPILES AND PERIMETER EROSION CONTROLS

- A. Stockpile Side Slopes: 2:1 maximum.
- B. Surround stockpiles by perimeter erosion control measure.
- C. Stabilize stockpiles not to be used within 30 days with temporary vegetation and mulch immediately after formation of stockpile.
- D. Soil Stockpiles for Hazardous Materials: Install in accordance with detail in Contract Documents and manufacturer's instructions.

3.03 TEMPORARY SEEDING AND MULCHING

- A. For soil stockpiles that will not be used within 30 days, stabilize soils with Type 3 Temporary Seed Mix. Refer to Blue Book section L 02.03.5.

3.04 DUST CONTROL

- A. Apply water, and/or crushed stone uniformly over the surface when dust becomes a nuisance or when directed by the Engineer. Provide shut-off valve in convenient location on water truck, to allow for regulating water flow such that discharged water does not cause excessive ponding or erosive runoff.
- B. Keep adjacent roadways free of sediment at all times throughout the construction period at no additional cost to the owner. Wet sweep roadways to remove any tracked sediment with mechanical vacuum-assisted equipment. Do not use blowers or similar methods that may disperse dust and debris. If tracking of sediment becomes an issue, the Engineer and/or Owner shall require additional methods or systems to control dust, such as construction access, more frequent water application, and sweeping.

3.05 MAINTENANCE

- A. Inspect all erosion controls according to the requirements in the Contract Drawings, local and state regulations, and the manufacturer's recommendations.
- B. Remove and dispose of accumulated sediments when sediment reaches approximately one-half the original height of the control system, or when directed by the Engineer.
- C. Replace control system promptly if fabric decomposes or system becomes ineffective prior to the expected usable life.
- D. Maintain or replace system until no longer necessary for the intended purpose.
- E. Contractor shall be responsible to fix and/or replace all damaged erosion control systems damaged by storm events promptly as needed or to the satisfaction of the Engineer or Owner.

3.06 REMOVAL

- A. Remove and dispose of temporary erosion control systems, in accordance with local and state regulations, after respective up-gradient areas are stabilized with stable growth and a satisfactory stand of vegetation as directed by the Engineer and/or Owner.

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 01 57 13 “Temporary Erosion and Sedimentation Control” will not be measured separately for payment.

PART 5 – PAYMENT

5.01 METHOD OF MEASUREMENT

- A. Section 01 57 13 “Temporary Erosion and Sedimentation Control” will not be paid for separately. Payment is included in the 31 00 00 “Earthwork” contract sum” listed in the Bid Proposal Form. The portion of the “contract sum” representing payment for this Section constitutes full and complete compensation for all labor, materials, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in the following:
1. Division 01 Section "Summary", Paragraph 1.01, entitled "Related Documents".
 2. Division 01 Section 01 57 13 "Erosion and Sedimentation Control".
- B. Activities shall be completed in accordance with the "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" dated February 2025, and issued revisions or supplements.
1. Latest Standard Specifications are available here:
<https://www.dot.ri.gov/business/bluebook/index.php>
- C. American Society for Testing and Materials (ASTM):
1. ASTM C 136 - Method for Sieve Analysis of Fine and Course Aggregates.
 2. ASTM D 698 - Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.
 3. ASTM D 1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
 4. ASTM D 1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 5. ASTM D 2167 - Test Method for Density and Unit Weight of Soil In-Place by the Rubber Balloon Method.
 6. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 7. ASTM D 2922 - Test Methods for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth).
 8. ASTM D 3017 - Test Method for Moisture Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
 9. STM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- D. American Association of State Highway and Transportation Officials (AASHTO):
1. AASHTO T 88 - Particle Size Analysis of Soils

1.02 SUMMARY

- A. This section specifies the requirements for furnishing all equipment, materials, labor, tools, and techniques for earthwork including, but not limited to, the following:
1. Site preparation.
 2. Excavation.
 3. Filling and backfilling.
 4. Grading.
 5. Disposal of unsuitable material.
 6. Clean Up.

1.03 DEFINITIONS

- A. ASTM: American Society for Testing and Materials.
- B. Backfill: Soil material used to fill an excavation or trench.
- C. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt pavement or cement concrete pavement.
- D. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- E. Common Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- F. Clean Soil: Soils excavated with no visual or olfactory evidence of contamination, or with chemical test results at or below RIDEM Office of Land Revitalization and Sustainable Materials Management, Method 1 Residential Direct Exposure Criteria (R-DEC) and GA Groundwater Leachability (GA-L) criteria.
- G. Degree of compaction: Degree of compaction is expressed as a percentage of maximum density obtained by laboratory test procedure. This percentage of maximum density is obtained through use of data provided from results of field test procedures presented in ASTM D1556, ASTM D2167, and ASTM D2922.
- H. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Additional Excavation: Excavation below subgrade elevations or indicated dimensions as directed by Engineer.
 - 2. Boulders and detached rock fragments which have a volume of less than 1 cubic yard are considered "Earth Excavation."
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as indicted on the Drawings. Unauthorized excavation shall be without additional compensation.
- I. Fill: Soil materials used to raise existing grades.
- J. Gravel Borrow: Imported bank run sand and gravel or plant-processed, crushed or uncrushed gravel with fine aggregate added as filler.
- K. Hazardous Soil: Soils known to contain contaminants at characteristically hazardous concentrations. Soil with chemical or physical analytical testing results greater than the USEPA hazardous waste criteria as defined by 40 CFR Part 261.
- L. RIDEM: Rhode Island Department of Environmental Management.
- M. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.
- N. OSHA: Occupational Safety and Health Administration
- O. On-Site Material: Native soil additionally free of organic matter, roots, and stones larger than 3

inches in any dimension, subject to approval by the Engineer.

- P. Satisfactory Soils: Free of debris, waste, frozen materials, vegetation, clay and other deleterious matter; adequately graded for satisfactory compaction.
 - 1. On-Site Material: Native soil additionally free of organic matter, roots, and stones larger than 3 inches in any dimension, subject to approval by the Engineer.
 - 2. Borrow: Free of rock or gravel larger than 3 inches in any dimension; and meeting Standard Specification Section M.01.01
- Q. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- R. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- S. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- T. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.04 CLASSIFICATION OF EXCAVATION

- A. Unclassified Excavation: Removal and disposal of pavements and other man-made obstructions visible on surface; utilities, and other items including underground structures indicated to be demolished and removed; together with any type of materials regardless of character of material and obstructions encountered.
- B. Rock Excavation:
 - 1. Trenches and Pits: Removal and disposal of solid, homogenous, interlocking crystalline material with firmly cemented, laminated, or foliated masses or conglomerate deposits that cannot be excavated with a late-model, track-mounted hydraulic excavator; equipped with a 42-inch wide, short-tip-radius rock bucket; rated at not less than 138 hp flywheel power with bucket-curling force of not less than 28,090 lbf and stick-crowd force of not less than 19,000 lbf; measured according to SAE J-1179. Trenches in excess of 10 feet wide and pits in excess of 30 feet in either length or width are classified as open excavation.
 - 2. Open Excavation: Removal and disposal of solid, homogenous, interlocking crystalline material
 - 3. Excavation: Removal and disposal of solid, homogenous, interlocking crystalline material firmly cemented, laminated, or foliated masses or conglomerate deposits that cannot be dislodged and excavated with a late-model, track-mounted loader; rated at not less than 210 hp flywheel power and developing a minimum of 48,510 lbf breakout force; measured according to SAE J-732. Other types of materials classified as rock are unstratified masses, conglomerated deposits and boulders of rock material exceeding 1 cubic yard for open excavation, or $\frac{3}{4}$ cubic yard for footing and trench excavation that cannot be removed by rock excavating equipment equivalent to the above in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting.

1.05 INFORMATIONAL SUBMITTALS

- A. Testing Agency: Provide qualifications of an independent geotechnical engineering testing agency that is certified in the State of Rhode Island and familiar with RIDOT geotechnical and pavement testing procedures.
 - 1. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.06 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
 - 1. Each type of plastic warning tape.
 - 2. Geotextile Fabrics: Provide product data, including inventory tickets, roll numbers or batch identifications, packing papers and invoices.
- B. Qualification Data: For qualified testing agency and licensed surveyor.
- C. Material Test Reports: Interpreting test results for compliance of the following with requirements indicated. Prepare separate reports for each type and application of backfill, borrow, sand, gravel base, gravel borrow, soil material crushed stone, planting soil mixture, and plant backfill mixture.
 - 1. Classification according to ASTM D 2487.
 - 2. Sieve analysis according to ASTM 6913
 - 3. Laboratory compaction curve according to ASTM D 1557 and ASTM D 698.
 - 4. Origin of material.
 - 5. Classification and laboratory compaction curve for on-site soil material, in accordance with the above requirements, when requested by the Engineer.
 - 6. Nuclear density testing according to ASTM D1557.
 - 7. Clean Fill testing in accordance with the RAWP.
- D. Field Test Data Reports: For the following:
 - 1. Compaction Testing.

1.07 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Materials shall be tested using the following standards:
 - 1. ASTM 1557: Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort

2. ASTM D 6913: Grain Size Analysis
 3. ASTM D 6938: Nuclear Density Testing
- C. Pre-excavation Conference: Conduct conference at Project site.
- D. Comply with applicable requirements of NFPA 495, "Explosive Materials Code."
- E. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- F. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" dated February 2025, and issued revisions or supplements.
- G. Perform excavation operations in accordance with Occupational Safety and Health Administration (OSHA) Regulations 1926.651 and 1926.652.
- H. All testing conducted by the Contractor shall be conducted by a qualified testing agency certified to do business in the State of Rhode Island.

1.08 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Install traffic management/protection measures in accordance with Division 01 Section 01 55 26 "Traffic Control" and the Contract Drawings
- B. All such information and drawings of existing conditions are furnished only for the information and convenience of the Contractor. It shall be understood and agreed that the Owner does not warrant or guarantee that materials encountered during construction will be the same as those indicated by information given on the drawings. The Contractor must satisfy itself regarding character, quantities and conditions of the various materials and work to be done.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or other unless permitted in writing and then only after arranging to provide temporary utility services according to requirement indicated:
- a. Contact local utility companies and make arrangements to obtain utility company location and marking service prior to start of Earthwork operations.
 - b. Locate the routings of the existing underground utilities, conduits and piping in areas of Work using "Ground Penetrating Radar (GPR)" detection. If utilities, conduits and piping are to remain in place, provide means of support and protection during Earthwork operations.
 - 1) Pothele and locate existing underground utilities, conduits and piping at locations to assure that no conflict with Work of this Contract will occur and required clearance is available to prevent damage to existing utilities.
 - 2) Perform potholing minimum 10 days before start of excavation or underground work.
 - c. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility company and Contracting Officer immediately for directions.

- d. Coordinate with Contracting Officer and utility companies to keep existing utility services and facilities in operation.
 - e. Repair damaged utilities, conduits and piping at no additional cost to U.S. Postal Service.
 - f. Do not interrupt existing utilities or electric power serving facilities occupied and used by U.S. Postal Service or others, during occupied hours, except when permitted in writing by Contracting Officer and then only after acceptable temporary utility services have been provided and approved by Contracting Officer.
 - g. Demolish and completely remove from site existing underground utilities, conduits and piping indicated on Drawings to be removed as specified in Section 024113. Coordinate with utility companies for shut-off of services if lines are active.
- D. Contact Dig Safe before excavation. Prove with excavation only after utility locator service completes marking of utility locations.
- E. Extents of trench excavation and excavated areas shall be only as required to complete the work. Contractor shall not conduct work on private property unless authorized by the Owner.
- F. Utility Locator Service: Notify “Dig Safe” and the City of Providence Department of Public Works for the area where Project is located before beginning earth moving operations.
- G. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 01 Section 01 57 13 “Erosion and Sedimentation Control” are in place.
- H. Extent of excavated areas shall be within the Limits of Disturbance shown on the Contract Drawings.
- I. Place excavated material, backfill and equipment a minimum of 2 feet from edge of excavation. Cast excavated material so as not to interfere with ordinary use of the traveled way.
- J. Remove and immediately dispose of unsuitable excavated material.

1.09 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
- 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.

- B. Related Sections for Sustainable Design Requirements:
1. Division 01 Section "Submittal Procedures" for NE-CHPS submittal requirements.
 2. Division 01 Section "Temporary Facilities and Controls" for requirements for temporary facilities.
 3. Division 01 Section "Product Requirements" for product substitutions and additional NE-CHPS submittal requirements.
 4. Division 01 Section "Construction Waste Management and Disposal" for waste management, recycling and disposal.
 5. Division 01 Section "Sustainable Design Requirements" for general procedures for compliance with NE-CHPS prerequisites and credits.
 6. Division 01 Section "Indoor Air Quality Requirements" for material and procedure requirements.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide imported common borrow soil materials.
- B. Satisfactory Soils: Material in compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or any combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Material approved from on-site or off-site sources having a minimum dry density of 110 pcf, a maximum Plasticity Index of 15, and a maximum Liquid Limit of 40.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Bedding Sand: Bedding Sand shall be natural or manufactured material conforming to the grading requirement of ASTM C33.
- E. Common Borrow: Shall meet the requirements of Satisfactory Soils and shall conform to subsection M.01.01 of the RIDOT Standard Specifications.
- F. Crushed Stone: Crushed Stone shall consist of material conforming to Subsection M.01.09, Table I, Column II of RIDOT's Standard Specifications.
- G. Final Backfill: Native or imported gravels having a gradation in accordance with Section M.01.09, Table I, Column I of the RIDOT Standard Specifications.
- H. Gravel Borrow: Gravel Borrow shall consist of bank run sand and gravel or plant processed, crushed or uncrushed gravel with fine aggregate added as filler conforming to Subsection M.01.09, Table I, Column 1a or 1b of RIDOT's Standard Specifications.
- I. Gravel Borrow Base Course: Shall meet the requirements of Gravel Borrow for Subsection M.01.09, Table I, Column 1a of RIDOT's Standard Specifications.
- J. Initial Backfill: Native or imported gravels having a gradation in accordance with Section M.01.09, Table I, Column I of the RIDOT Standard Specifications. Initial backfill shall be free of particles larger than 1 1/2 inches in any dimension

- K. Suitable Subbase Course: Shall meet the requirements of Subsection M.01.09; Gradation of Aggregates, Table I, Column 1a of the RIDOT's Standard Specifications.
- L. Sand: ASTM C 33; fine aggregate.
- M. Topsoil: Refer to Division 32 Section 32 90 00 "Turfs and Grasses".
- N. $\frac{3}{4}$ " Crushed Stone: Shall conform to the requirements of Subsection M.01.09, Table 1, Column V of the Standard Specifications.
- O. $\frac{1}{2}$ " Crushed Stone: Shall be clean, washed $\frac{1}{2}$ " crushed stone and shall conform to the requirements of Subsection M.01.09, Table 1, Column V of the Standard Specifications.
- P. Pea Gravel: Clean, washed, $\frac{1}{4}$ " – $\frac{1}{2}$ " diameter, round gravel, graded in accordance with ASTM D 2487.

2.02 GEOETXTILES AND FILTER FABRICS

- A. Geotextile Fabric: Mirafi 140N, or approved equal.
- B. 8 oz. Non-Woven Geotextile Fabric: Heavy-duty nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Minimum Grab Tensile Strength: 205 lbf; ASTM D 4632.
 - 2. Minimum Tear Strength: 80 lbf, ASTM D 4533.
 - 3. Minimum Puncture Resistance: 130 lbf; ASTM D 4833.
 - 4. Minimum Water Flow Rate: 90 gpm per sq. ft., ASTM D 4491.
 - 5. Maximum Apparent Opening Size No. 80, ASTM D 4751.

2.03 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inch-es deep.
 - 1. Identifying Colors for Utilities:
 - a. Red: Electric.
 - b. Yellow: Gas, oil, steam, and dangerous materials.
 - c. Orange: Telephone and other communications.
 - d. Blue: Water systems.
 - e. Green: Sewer systems.
- B. Excavation Protection Systems: OSHA 1926.652.

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor is responsible for preparing and following a site-specific Health and Safety Plan (HASP) in accordance with OSHA requirements, and follow the Project Construction Soil Management Plan. A copy of both documents must be maintained onsite at all times and be available for examination by the Owner and Engineer, if requested.
- B. If the off-site disposal of soil is necessary, the Contractor shall stage the material on-site pending approval by the disposal facility and the Engineer.
- C. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to for earthwork operations to begin.
 - 1. Verify that existing site soils and soil conditions encountered are as indicated in Geotechnical Data.
 - 2. Verify quantity and type of each soil material before start of material installation.
 - 3. Backfilling:
 - a. Verify imported fill and stockpiled fill to be reused is approved.
 - b. Verify foundation perimeter drainage installation has been inspected and approved.
 - c. Verify foundation or basement walls are braced to support surcharge forces imposed by backfilling operations.
 - d. Verify areas to be backfilled are free of debris, snow, ice, or water, and ground surfaces are not frozen.
- D. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- E. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the United States Postal Service.

3.02 HEALTH AND SAFETY

- A. At a minimum, level D personal protective equipment (PPE) must be used at all times on the site.
- B. The contractor is responsible to prepare, implement and maintain a site-specific HASP in accordance with OSHA requirements.

3.03 SITE PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Clearing: Clear within limits of earthwork operations as shown, in accordance with Division 31 Section 31 10 00 "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls during earth moving operations.
- D. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

- E. Protect from damage, existing trees and shrubs which are not shown to be removed in construction area, in accordance with Division 31 Section 31 10 00 "Site Clearing." Do not store building materials closer to trees and shrubs that are to remain, than farthest extension of their limbs.

- F. Lines and Grades: Registered Professional Land Surveyor shall establish lines and grades.
 - 1. Grades shall conform to elevations indicated on plans within the tolerances herein specified. Generally, grades shall be established to provide a smooth surface, free from irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated. Where spot grades are indicated the grade shall be established based on interpolation of the elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.
 - 2. Locations of existing elevations indicated on plans are approximate. Proposed spot elevations and contour lines have been developed utilizing the existing conditions survey and developed contour lines and may be approximate. Contractor is responsible to notify The Engineer of any differences between existing elevations shown on plans and those encountered on site by Surveyor described above. Notify the Engineer of any differences between existing or constructed grades, as compared to those shown on the plans.
 - 3. Subsequent to establishment of lines and grades, Contractor will be responsible for any additional cut and/or fill required to ensure that site is graded to conform to elevations indicated on the plans.

3.04 DEWATERING

- A. Prevent surface water and groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding areas.
 - 1. Utilize infiltration techniques (e.g. stilling basins, dewatering bags, etc.) to prevent turbid waters from leaving the site.

- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.05 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.06 GEOTEXTILES AND FILTER FABRICS

- A. Install and maintain geotextiles in accordance with the manufacturers' instructions.

3.07 EXCAVATION, GENERAL

- A. Shoring, Sheet piling and Bracing: Shore, brace, or slope, its angle of repose or to an angle considered acceptable by the Engineer, banks of excavations to protect workmen, banks, adjacent paving, structures, and utilities.
 - 1. Design of the temporary support of excavation system is the responsibility of the Contractor.

2. Construction of the support of excavation system shall not interfere with the permanent structure and may begin only after a review by the Engineer.
 3. Extend shoring and bracing to a minimum of 5 feet below the bottom of excavation. Shore excavations that are carried below elevations of adjacent existing foundations.
 4. If bearing material of any foundation is disturbed by excavating, improper shoring or removal of existing or temporary shoring, placing of backfill, and similar operations, the Contractor shall underpin the existing foundation, provide a concrete fill support under disturbed foundations, as directed by the Engineer, at no additional cost to the Owner. Do not remove shoring until permanent work in excavation has been inspected and approved by the Engineer.
- B. Excavation Drainage: Operate pumping equipment, and/or provide other materials, means and equipment as required to keep excavation free of water and subgrade dry, firm, and undisturbed until approval of permanent work has been received from the Engineer. Approval by the Engineer is also required before placement of the permanent work on all subgrades.
- C. Subgrade Protection: Protect subgrades from softening, undermining, washout, or damage by rain or water accumulation. Reroute surface water runoff from excavated areas and do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches. When subgrade for foundations and pavement has been disturbed by water, remove disturbed material to firm undisturbed material after water is brought under control. Replace disturbed subgrade in trenches with concrete or material approved by the Engineer.
- D. Storm Drains and Utility Trenches:
1. Excavate trenches to uniform widths to provide working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 2. Trench Width: As indicated on the Contract Drawings.
 3. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - a. For pipes and conduit less than 6 inches in nominal diameter, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - b. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - c. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
 - d. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Proof rolling:
1. After rough grade has been established in cut areas and prior to placement of fill in fill areas under structures and pavements, proof roll exposed subgrade with a fully loaded dump truck to check for pockets of soft material.
 2. Proof rolling shall consist of at least two complete passes with one pass being in a direction perpendicular to preceding one. Remove any areas that deflect, rut, or pump excessively during proof rolling, or that fail to consolidate after successive passes to suitable soils and replaced with compacted fill. Maintain subgrade until succeeding operation has been accomplished.
- F. Site Earthwork: Earth excavation includes excavating pavements and obstructions visible on

surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation. Excavation shall be accomplished as required by drawings and specifications. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, complying with OSHA requirements, and for inspections. Remove subgrade materials that are determined by the Engineer as unsuitable, and replace with acceptable material. If there is a question as to whether material is unsuitable or not, the contractor shall obtain samples of the material, under the direction of the Engineer, and the materials shall be examined by an independent testing laboratory for soil classification to determine whether it is unsuitable or not. When unsuitable material is encountered and removed, contract price and time will be adjusted in accordance with Articles of GENERAL REQUIREMENTS, as applicable. Adjustments to be based on volume in cut section only.

- G. Site Grading:
1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
 3. Slope grades to direct water away from buildings and to prevent ponds from forming where not designed. Finish subgrades to required elevations within the following tolerances:
 - a. Lawn or Unpaved Areas: Plus, or minus 1-inch.
 - b. Walks: Plus, or minus 1-inch.

3.08 EXCAVATION FOR PAVEMENTS, SIDEWALKS, AND WHEELCHAIR RAMPS

- A. Excavate surfaces under sidewalks, wheelchair ramps, and pavements to indicated lines, cross sections, elevations, and subgrades.

3.09 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. Subgrade preparation should be followed immediately by fill placement, or the intended construction. Deterioration of the subgrade between excavation and initial fill placement shall be the responsibility of the Contractor and shall be repaired at the Contractor's expense.
- C. All subgrades must be inspected by the Engineer prior to fill placement. Sufficient time must be given to the Engineer to inspect and perform any necessary tests on the subgrade.
- D. If Engineer or Owner determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed
- E. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- F. Prior to fill placement, the subgrade should be compact, dry, and free from debris, ice, and snow. Fill placement will not be allowed over frozen subgrade.
- G. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation beneath bottom limits of excavation with gravel fill, sand, bedding material, or concrete as directed by Engineer at no additional cost.

3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile common borrow soil materials without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials 2 feet minimum away from edge of excavations. Do not store within drip line of remaining trees.
 2. When excavating in or near a road or walk, place excavated material so as not to interfere with ordinary use of traveled way.
 3. The contractor shall stockpile excavated existing soil materials.
- B. The Contractor shall ensure that all Clean Soil to be used at the site is properly segregated from all other material on the site and not co-mingled, which could result in the contamination of material.

3.12 FILLING AND BACKFILLING

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Borrow will be supplied at no additional cost to the Owner. Do not use unsuitable excavated materials..
- B. Placing: Place materials in horizontal layers not exceeding 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers and then compacted. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Place no material on surfaces that are muddy, frozen, or contain frost.
- C. Compaction: Compact with approved tamping rollers, sheepsfoot rollers, pneumatic tired rollers, steel wheeled rollers, vibrator compactors, or other approved equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment within 10 feet of new or existing building walls without prior approval of the Engineer. Moisten or aerate material as necessary to provide moisture content that will readily facilitate obtaining specified compaction with equipment used. Compact soil to not less than the following percentages of maximum dry density, according to ASTM D698 as specified below:
1. Fills, Embankments, and Backfill and paved areas, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material in accordance with ASTM D1557 to 95 percent of the maximum dry density.
 - a. Curbs, top 6 inches, ASTM D1557 to 95 percent of the maximum dry density.
 - b. Under Sidewalks, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material in accordance with ASTM D1557 to 95 percent of the maximum dry density.
 - c. Landscaped areas, top 16 inches, ASTM D698 D1557 to 85 percent of the maximum dry density.
 - d. Landscaped areas, below 16 inches of finished grade, ASTM D1557 to 90 percent of the maximum dry density.

2. Natural Ground (Cut or Existing)
 - a. Curbs, top 6 inches, ASTM D1557 to 95 percent of the maximum dry density.
 - b. Under sidewalks, top 6 inches, ASTM D155 to 95 percent of the maximum dry density.
- D. Place backfill on subgrades free of mud, frost, snow, or ice.

3.13 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing (if used).
- D. Bedding shall be placed in layers not exceeding six (6) inches in loose depth, and each layer shall be compacted by at least two (2) passes of an approved plate-type vibratory compactor
- E. Bedding shall be graded, compacted and shaped so that the full length of pipe barrel has complete and uniform bearing for the bottom quadrant of each pipe. Bell holes and depressions for joints shall be dug after the sand bedding has been graded and compacted, and shall be the proper clearance for jointing of pipes. Bedding shall be placed to a minimum height approximately equivalent with the center of the pipe, for the entire trench width, per Drawings.
- F. Place and compact initial backfill material to a minimum height of over the pipe or conduit as indicated on the Contract Drawings.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Place and compact final backfill of satisfactory soil to finished grade.
- H. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavement and slabs or as indicated in the Contract Drawings.

3.14 SOIL FILL

- A. Delivery and compaction of fill material shall be made during the presence of the Engineer's representative and shall be subject to his approval. This inspection by no means absolves the Contractor from responsibility to properly compact the fill as specified.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use gravel borrow.
- D. Fill shall be placed in a continuous manner. Deterioration of fill surfaces due to freezing and

thawing, precipitation, excessive drying, etc. shall be repaired by and at the expense of the Contractor to the satisfaction of the Engineer prior to placement of additional fill materials.

- E. Crush Stone to be placed shall be inspected prior to placement by the Engineer for signs of contamination by finer grained foreign soil material.
- F. Fill placement shall not be allowed on top of frozen ground or during weather conditions which do not allow for proper moisture and density controls.
- G. Place soil fill on subgrades free of mud, frost, snow, or ice.
- H. Temporary sumps are to be backfilled promptly after removing the pumps or any associated drainage material to reduce the potential for disturbance from the phreatic surface.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content:
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
- B. If fill is too wet, the Contractor shall use approved methods and equipment to assist the drying of the fill until suitable for compaction. If fill is too dry, the Contractor shall provide approved means to add moisture to the fill until suitable for compaction.
- C. Jetting, flooding, or other similar method of compaction will not be allowed.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Fill that is too wet for proper compaction shall be discarded, harrowed, or otherwise dried to a proper moisture content for compaction to the required density.
- B. Fill that is too dry for proper compaction shall receive water uniformly applied over the surface of the loose layer. Sufficient water shall be added to allow for compaction to the required density.
- C. The Engineer's presence does not include supervision or direction of the actual work by the Contractor, his employees, or agents. Neither the presence of the Engineer nor any observations and testing performed by him shall excuse the Contractor from defects discovered in his work.
- D. Under pavements and structures, place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- E. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- F. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:

1. Under structures and pavements (including sidewalks and wheelchair ramps), scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent of the maximum Modified Proctor dry density.
 2. Under turf or unpaved areas, scarify and re-compact top 6 inches below subgrade, and compact each layer of backfill or fill soil material at 85 percent.
 3. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent of the maximum Modified Proctor dry density.
 4. Crushed Stone for Steel Sheeting Drain: Place drainage gravel fill in maximum 8-inch-thick loose lifts and compact each lift with three passes of a vibratory plate compactor.
 5. For Backfill Behind Steel Sheeting: Maximum loose lift thickness of fill placement is not to exceed 12 inches unless placed against an existing structure or new structure. Maximum loose lift thickness against new or existing structure shall not exceed a maximum loose thickness of 8 inches. Fill shall be compacted to 95 percent of the maximum Modified Proctor dry density
- G. For compacting backfill, use equipment specifically designed for compaction purposes, and which provides satisfactory results as approved by the Engineer.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Turf or Unpaved Areas: Plus, or minus 1 inch.
 2. Walks: Plus, or minus 1 inch.
 3. Pavements: Plus, or minus 1/2 inch
 4. Building lines: Plus, or minus 1/2 inch when tested with a 10-ft straightedge.
- C. Cut rough or sloping rock to level beds for foundations. In pipe spaces or other unfinished areas, fill low spots and level off with coarse sand or fine gravel.
- D. Finish subgrade in a condition acceptable to the Engineer at least one day in advance of paving operations. Maintain finished subgrade in a smooth and compacted condition until succeeding operation has been accomplished. Scarify, compact, and grade subgrade prior to further construction when approved compacted subgrade is disturbed by Contractor's subsequent operations or adverse weather.

3.18 SUBBASE AND BASE COURSES UNDER PAVEMENTS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
1. Subbase course installation shall conform to Sections 301.03.2, 302.03.1 and 302.03.2 of the RIDOT Standard Specifications for Road and Bridge Construction.

2. Compaction of each layer shall continue until a density of not less than 95 percent of the maximum Modified Proctor dry density determined in accordance with AASHTO T180 has been achieved. The surface of each layer shall be maintained during the compaction operations in such a manner that a reasonable uniformity is produced. The compacted surface shall have a tolerance of ½-inch, plus-or-minus, to the grades shown on the Plans or as directed. However, no plus or minus deviation may continue for more than 100 feet in any direction

3.19 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1557, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Trench Backfill for Storm Drain and Utilities: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
 2. Paved and Sidewalk Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 square feet or less of paved or sidewalk area, but in no case fewer than three tests.
 3. Steel Sheeting Area: Compaction tests will be performed at a frequency of one per 1,000 square feet of lift, or one per lift if lift is less than 1,000 square feet.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained at no additional cost.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances were completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions:
 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing:

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Place excess excavated material suitable for fill and/or backfill on site where directed.
- C. Remove and dispose of any excess excavated materials after all fill and backfill operation have been completed.
- D. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer:
 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- E. All surplus excavated on-site soil shall be removed from the site by the Contractor and disposed of at an approved facility.

3.22 CLEAN UP

- A. Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Remove all debris, rubbish, and excess material from the property.

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 31 00 00 “Earthwork” will be measured by lump sum for payment.

PART 5 – PAYMENT

5.01 PAYMENT

Section 31 00 00 “Earthwork” will be paid by lump sum. Payment for this Section constitutes full and complete compensation for all labor, materials, field testing, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound monitoring by the Documents identified in the City of Providence Terms and Conditions.

1.02 SUMMARY

- A. Section includes the following:
 - 1. Summary of site conditions related to health and safety.
 - 2. Health and safety requirements.

1.03 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
 - 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- B. Related Sections for Sustainable Design Requirements:
 - 1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 - 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 - 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 - 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling, and disposal.
 - 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 - 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

1.04 DESCRIPTION

- A. The Contractors' attention is directed to the fact the work site contains semi-volatile organic compounds (SVOCs) in soil. The Contractor is likely to encounter these SVOCs during work and is required to prepare a site-specific Health and Safety Plan certified by a Certified Industrial Hygienist.
- B. A previous investigation identified soil concentrations that are not compliant with the Rhode Island Department of Environmental Management Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations) Residential Direct Exposure Criteria. The soil parameters exceeding the Remediation Regulations are provided in the project's Construction Soil Management Plan. The Contractor's employees and Subcontractor's employees who will be potentially exposed to the subsurface soils and groundwater at the Webster Avenue Elementary School project area are required to have OSHA 40-hour health and safety training and the 8-hour refresher training, if applicable. The Contractor shall provide training certificates to the Owner for the persons that will be performing the work.
- C. The Contractor is responsible to monitor working conditions at all times during construction and to provide appropriate protective clothing, equipment and facilities for his personnel, and to establish workplace procedures to ensure their safety, and to enforce the use of these procedures, equipment and facilities in accordance with the following guidelines: *Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, and 29 CFR 1926 - Safety and Health Regulations for Construction.*
- D. The Contractor shall engage a qualified Health and Safety expert having experience in similar hazardous waste disposal conditions, to monitor site conditions and recommend all necessary Health and Safety protection. A Certified Industrial Hygienist (CIH) shall prepare a site-specific Health and Safety Plan (HASP) prepared in accordance with the requirements of OSHA's Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard, 29 CFR 1910.120 or 29 CFR 1926.65, paragraph (b)(4) and all other applicable state and federal regulations for all work on this project. The Contractor shall follow the site-specific HASP requirements and recommendations during all site work.
- E. The Contractor shall implement a Health and Safety Protection Program. The Contractor's Health and Safety Protection Program shall establish methods and procedures to be utilized during construction that achieve compliance with the Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, 29 CFR 1926 - Safety and Health Regulations for Construction, and the site-specific HASP. The Contractor shall provide stations allowing workers to wash and to put on and remove protective clothing, stations for vehicles to be cleaned, if necessary, before leaving the site, and air monitoring in accordance with the site-specific HASP and the Rhode Island Department of Environmental Management Air Pollution Control Regulations.
- F. If, at any time, the Owner is apprised of a safety hazard which demands immediate attention because of its high potential for harm to the public travel, persons on or about the work, or public or private property, the Owner shall have the right to order such safeguards to be erected and such precautions to be taken as necessary and the Contractor shall comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, then the Owner may put the work into such a condition that shall be, in its opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Owner. The fact that the Owner does not observe a safety hazard or does not order the Contractor to take remedial measures shall in no way relieve the Contractor of the entire responsibility for any costs, loss or damage by any party sustained on account of

the insufficiency of the safety precautions taken by him or by the Owner acting under authority of this Section.

- G. The Contractor is alerted to the fact that conditions of high hazard are present or can be present at the site during the performance of the work. It is the responsibility of the Contractor to take appropriate safety precautions to meet whatever conditions of hazard may be present during the performance of the work, whether reasonably foreseeable or not. The safety conditions enumerated within the Specifications are the minimum permissible and the Owner does not make any representation that the safety standards provided herein will be adequate to meet all eventualities. The Contractor is therefore alerted to the fact that it shall be his responsibility to anticipate and provide such additional safety precautions, facilities, personnel, and equipment as shall be necessary to protect life and property from whatsoever conditions of hazard are present or may be present.
- H. The Contractor shall supply and erect highly visible safety fencing a minimum of six feet in height around all construction areas and shall post proper signage as required by Local, State and Federal requirements. The Contractor shall erect safety fencing as documented on the Contract Drawings or as directed by the Owner and shall maintain such fencing and signage until such a time that the potential safety hazard has been rectified. Upon final completion of construction, all safety fencing shall be removed off-site by the Contractor. The Contractor shall enforce safety fencing requirements of OSHA.
- I. During operations, whenever unsafe levels of toxic gases are detected, all work will cease in the area until acceptable levels are reached.

1.05 APPLICABLE LAWS AND REGULATIONS

- A. U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards
- B. U.S. Department of Labor 29 CFR 1926 - Safety and Health Regulations for Construction
- C. RIDEM – Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (250-RICR-140-30-1)
- D. RIDEM – Rules and Regulations for Hazardous waste Management (250-RICR-140-10-1)

PART 2 - PRODUCT

2.01 MATERIALS

Not applicable.

PART 3 – EXECUTION

3.01 CONSTRUCTION METHODS

- A. The Contractor shall comply with all applicable local, state, and federal regulations applicable to all work included in the project.

3.02 SHOP DRAWINGS

- A. The Contractor shall submit two copies of the site-specific health and safety plan (HASP), and the Contractor's Health and Safety Protection Program used for work on this project to the City for record use only.
- B. The Contractor and any Subcontractors shall submit evidence of initial 40-hour OSHA health and safety training and the 8-hour refresher training, if applicable for each employee that will be engaged in excavation, loading, hauling, stockpiling, and other contaminated soil management related activities completed within the Project area.

PART 4 – MEASUREMENT

1.06 4.01 METHOD OF MEASUREMENT

- A. Section 31 01 20 Health and Safety Requirements” will not be measured separately for payment.

PART 5 – PAYMENT

1.07 5.01 METHOD OF MEASUREMENT

- A. Section 31 01 20 Health and Safety Requirements” will not be paid for separately. Payment is included in the 31 00 00 “Earthwork” contract sum” listed in the Bid Proposal Form. The portion of the “contract sum” representing payment for this Section constitutes full and complete compensation for all labor, materials, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION 31 01 20

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in:
 - 1. Section 31 00 00 Earthwork
 - 2. Section 31 01 20 Health and Safety Requirements
 - 3. Section 31 02 25 Load Haul and Dispose Contaminated Soil

1.02 SUMMARY

- A. Section includes the following:
 - 1. Contaminated soil excavation requirements

1.03 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
 - 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- B. Related Sections for Sustainable Design Requirements:
 - 1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 - 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 - 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 - 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling, and disposal.
 - 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 - 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

1.04 DESCRIPTION

- A. This item includes the excavation of contaminated subsurface soils. The location of contaminated soil is identified in the attached September 8, 2025 - Hazardous Material Release Notification. The work shall

be performed in accordance with Section 202 – Earth and Embankment of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition, and all revisions.

- B. Previous soil sampling has documented elevated levels of parameters, as provided in the Construction Soil Management Plan (CSMP), within the project’s Limit of Disturbance. The CSMP is appended to the Contract Documents.
- C. The contaminated soil excavation work on the Project Site shall conform with all addendums and revisions of the: the Contractor’s Owner approved Soil Management Plan (SMP), the Project Plans and Specifications, and in compliance with all applicable permits. A copy of the CSMP prepared by GM2 in support of the Rhode Island Department of Environmental Management (RIDEM) September 15, 2025 “Dig and Haul Approval” for File No. SR-28-2262 is appended to the Contract Documents.
- D. The Contractor shall excavate and stockpile contaminated soils onsite to the maximum extent in accordance with the CSMP, with direction from GM2. The Contractor shall also load, and haul excavated contaminated soil for offsite recycling / disposal in accordance with Section 31 02 25.

1.05 APPLICABLE LAWS AND REGULATIONS

- A. The contaminated soil excavation shall be conducted in accordance with all applicable Environmental Protection Agency (EPA), the Rhode Island Department of Environmental Management (RIDEM) Remediation Regulations (250-RICR-140-30-1), the GM2 CSMP, and in compliance with all local, state, and federal regulations.

PART 2 – PRODUCT

2.01 EQUIPMENT AND MATERIALS

- A. The Contractor shall supply and utilize all required equipment to adequately complete the contaminated soil excavation, stockpiling, loading, hauling, and recycling/disposal in accordance with this specification.
- B. The Contractor is required to have all necessary personal protective equipment available as specified in the Contractor’s site-specific Health and Safety Plan and shall have access to an inventory of personal protection equipment if the level of personal protection equipment needs to be upgraded.

PART 3 – EXECUTION

3.01 SUBMITTALS

- A. The Contractor shall submit two copies of a Soil Management Plan (SMP) to the Owner of Providence for review and approval. The Contractor SMP shall include a list of all equipment, including sizes and capacities the sequencing of all soil removal activities, all proposed on-site stockpile locations and their respective capacities, contaminated soil loading and hauling methodologies, and off-site recycling/disposal facilities. The Contractor’s SMP shall include soil management strategies that conform to the CSMP, prepared by GRA dated November 2025. Contractor’s sequence of construction shall

identify specific excavations and earthmoving operations by baseline and stations. The Contractor's SMP shall include an operation log that will be used to document daily contaminated soil excavation activities. The Contractor shall not commence any work prior to the Owner of Providence approving the SMP.

3.02 HEALTH AND SAFETY PLAN

- A. The Contractor shall produce and maintain a site-specific Health and Safety Plan (HASP) in compliance with Section 31 01 20 "Health and Safety Requirements." The site-specific HASP shall be implemented as part of this work.
- B. If visible dust is generated, the level of dermal and respiratory protection shall be determined based upon periodic air monitoring to be performed by the Contractor and the requirements of the Site-specific HASP and the Rhode Island Department of Environmental Management's Air Pollution Control Regulations. The Owner may conduct duplicate air monitoring for quality assurance purposes.

3.03 CONTAMINATED SOIL EXCAVATION

- A. The Contractor may choose and implement any effective and lawful method for excavating contaminated soil encountered in the work area provided they perform the required excavation subject to the Owner approved Contractor's SMP. The Contractor shall assume all responsibility for the adequacy of the methods, materials, documentation, and equipment employed.
- B. The Contractor shall ensure that compliance with applicable regulations is maintained during all contaminated soil earthwork operations. The Contractor shall be required to have available a minimum of two copies of the Owner approved Contractor's SMP in the Contractor's project office for use by the Contractor's personnel, subcontractors, and the Owner. The Contractor shall be required to maintain an operation log during the contaminated soil earthwork activities to include, but not be limited to, dates of earthwork activities, dates and times of field sampling, soil management observations, and tracking related to stockpile generation. The operation log shall be submitted to on-site Owner site engineer daily to document the operations associated with contaminated soil earthwork activities. The Contractor and Owner site engineer shall sign the operating log at the completion of contaminated soil excavation activities. The Contractor shall not resume contaminated soil excavation activities until the daily log for the previous day has been signed by the Contractor and the Owner site engineer.
- C. In addition to the above, the Contractor is responsible for erosion and pollution controls in accordance with local, State and Federal regulations as well as what is included in the Contract Documents, in Project Specification 01-57-13 Erosion and Sediment Control.
- D. During excavation of contaminated soil, the Contractor shall be required to control dust and sedimentation erosion. If visible dust is generated, the level of dermal and respiratory protection shall be determined based upon periodic air monitoring to be performed by the Contractor and the requirements of the Site-specific HASP and the Rhode Island Department of Environmental Management's Air Pollution Control Regulations. The Owner may conduct duplicate air monitoring for quality assurance purposes. All excavated dry contaminated soils shall immediately be placed into trucks, covered, and hauled to the Owner approved disposal facility.
- E. While engaged in contaminated soil excavation work, the Contractor shall be subject to on-site inspection by the Owner site engineer. If the work is in violation of the requirements of this specification, Owner will

issue a stop work order to be in effect immediately and until the violation is resolved. Standby time and expenses required to resolve the violation shall be at the Contractor's expense.

- F. The Contractor shall coordinate contaminated soil excavation with the Owner. The Contractor shall provide notification to the Owner 72-hours in advance of all contaminated soil excavation work.
- G. The Contractor shall notify Owner within 24 hours if an unexpected change of conditions related to the presence of hazardous wastes or material is encountered at the site. The Contractor shall not proceed with work in the areas where an unexpected change of conditions related to the presence of hazardous wastes or material is encountered until authorized to do so by the Owner.
- H. During contaminated soil excavation, the Contractor shall minimize odors by methods including the use of odor suppressant shell material where necessary.
- I. Contractor shall collect confirmatory soil samples at the contaminated soil excavation limits and submit the samples for laboratory analysis in accordance with the CSMP. Contractor shall be responsible for payment of all sampling and analytical costs.
- J. Contractor shall backfill contaminated soil excavation area to elevations shown on the Plans. Backfill material shall comply with the backfill material requirements in 31 00 00 "Earthwork" and the 31 04 10 "Analytical Testing Requirements For Imported Soil" requirements. Backfill material shall be placed and compacted in accordance with the 31 00 00 "Earthwork" requirements.
- K. The Contractor shall be responsible for obtaining all necessary permits, manifests, and bill of lading documentation in conjunction with contaminated soil and he shall provide timely notification of such actions as may be required by applicable federal, state regional, and/or local authorities.

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 31 02 05 "Contaminated Soil Excavation" will be measured by lump sum for payment for up to 145 cubic yards.
- B. Section 31 02 25 "Contaminated Soil Excavation" for quantities greater than 145 cubic yards shall be measured for payment by cubic yard.

PART 5 – PAYMENT

5.01 PAYMENT

Section 31 02 05 "Contaminated Soil Excavation" will be paid by lump sum. Payment for this Section constitutes full and complete compensation for all labor, materials, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions. Payment will be for up to 145 cubic yards.

Section 31 02 05 "Contaminated Soil Excavation" for quantities greater than 145 cubic yards shall be paid by cubic yard in accordance with the unit price provided in the Bid Form. Payment for this Section constitutes full and complete compensation for all labor, materials, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION 31 02 05

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in:
1. Section 31 01 20 Health and Safety Requirements
 2. Section 31 02 05 Contaminated Soil Excavation

1.02 SUMMARY

- A. Section includes the following:
1. Contaminated soil load, haul, and disposal requirements

1.03 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- B. Related Sections for Sustainable Design Requirements:
1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling, and disposal.
 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

1.04 DESCRIPTION

- A. This item of work includes soil management, special handling, loading, and hauling of contaminated soil, and disposal at the Owner approved disposal facility in accordance with RIDEM regulations for disposal of these materials and as directed by the Owner.
- B. The location of contaminated soil is identified in the attached September 8, 2025 - Hazardous Material Release Notification. The work shall be performed in accordance with all appropriate sections of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, 2024 Edition all revisions, the project's Construction Phase Soil Management Plan (CSMP), and in compliance with all applicable permits.

1.05 APPLICABLE LAWS AND REGULATIONS

- A. The loading, hauling, and disposal of contaminated soil shall be conducted in accordance with all applicable Environmental Protection Agency (EPA) and the Rhode Island Department of Environmental Management (RIDEM) regulations, November 2025 Construction Soil Management Plan (CSMP), and in compliance with all applicable permits.
- B. The Contractor shall ensure that compliance with applicable regulations is maintained during all loading, hauling, and disposal operations. The Contractor shall be required to maintain an operations log during the loading, hauling, and disposal activities to include, but not be limited to, dates of activities, soil management observations, estimated volumes loaded and hauled for offsite recycling/disposal, the recycling/disposal facility the contaminated soil was transported to and paperwork documenting lawful off-site disposition. In addition to the above, the Contractor is responsible for erosion and pollution controls in accordance with local, State and Federal regulations as well as what is included in the Contract Documents. The Contractor shall submit a summary report to the Owner on a daily basis to document the operations associated with loading, hauling, and transportation activities.

PART 2 – PRODUCT**2.01 EQUIPMENT AND MATERIALS**

- A. The Contractor is required to have the necessary personal protective equipment available as specified in the Contractor's site-specific Health and Safety Plan and shall have access to an inventory of personal protection equipment in the event that the level of personal protection equipment needs to be upgraded.

PART 3 – EXECUTION

3.01 SUBMITTALS

- A. The Contractor shall be required to submit a Soil Management Plan in accordance with the Section 31 02 05 Contaminated Soil Excavation submittal requirements that includes their proposed soil management methodologies during the project. The Contractor's Soil Management Plan shall include their proposed excavation, loading, hauling, and stockpiling of soil methodologies to be utilized during the project. The November 2025 Construction Soil Management Plan (CSMP), and all revisions; is provided in the Contract Specifications for reference. The Contractor shall not commence any work prior to the Owner approving the SMP.
- B. The Contractor shall dispose of all contaminated soils at a disposal facility licensed to accept the material. Prior to the commencement of any on-site activities, the Contractor shall submit to the Owner a list of proposed contaminated soil receiving facilities, along with copies of each facility's license and permit. Owner approval of the proposed contaminated soil receiving facilities shall be required prior to any contaminated soil disposal.
- C. Prior to the commencement of any on-site activities, the Contractor shall submit to the Owner a list of proposed contaminated soil transporters, along with copies of each transporter's license and permit. Owner approval of the proposed transporter shall be required prior to any contaminated soil transportation.
- D. The Contractor shall provide an estimated volume of the soils to be disposed. Owner shall approve the estimated volume a minimum of seven (7) days before the soils are loaded, hauled, and disposed.
- E. The Contractor shall provide two copies of the receiving facility approval for the disposal of contaminated soil at the facility to the Owner a minimum of three days prior to the loading, hauling, and disposal of contaminated soil at the facility.
- F. The Contractor shall provide two copies of contaminated soil manifest/bill of lading that require the Owner signature as the waste generator to the Owner a minimum of three days prior to the hazardous waste being loaded, hauled, and transported for off-site disposal. Owner shall sign and return the contaminated soil manifest/bill of lading to the Contractor one day prior to the contaminated soil being transported for disposal.
- G. The Contractor shall maintain copies of the contaminated soil operational log. The operational log shall be submitted to Owner daily.
- H. Hauling Slips: The Contractor shall prepare slips to document the transportation of the contaminated soil from the project to the final disposal site. The slips shall, as a minimum, list the following information: date, truck identification, truck driver's name, approximate quantity of soil hauled, weight, disposal location, and the Owner's representative's signature. These slips will be prepared in duplicate. The Contractor shall retain one copy, and the second copy will be given to the Owner at the end of each day in which soil is hauled.
- I. Copies of all Bills of Lading, manifests, disposal facility weight slips, and any other disposal related documents shall be provided to the Owner within 5 days of the disposal work being completed.

3.02 HEALTH AND SAFETY PLAN

- A. The Contractor shall produce and maintain a site-specific Health and Safety Plan (HASP) in compliance with Section 31 01 20 "Health and Safety Requirements." The site-specific HASP shall be implemented as part of this work.
- B. If visible dust is generated, the level of dermal and respiratory protection shall be determined based upon periodic air monitoring to be performed by the Contractor and the requirements of the Site-specific HASP and the Rhode Island Department of Environmental Management's Air Pollution Control Regulations. The Owner may conduct duplicate air monitoring for quality assurance purposes.

3.03 CONTAMINATED SOIL STOCKPILING, LOADING, HAULING, AND DISPOSAL

- A. The Contractor may choose and implement any effective and lawful method for loading, hauling, and disposing of contaminated soils that are unsuitable for blending to create Blended Soil Structural backfill that are encountered, excavated and/or stockpiled in the work area provided all work is performed in accordance with the project documents and the Owner approved documents, outlined in the Contract Documents. The Contractor shall assume all responsibility for the adequacy of the methods, materials, documentation, and equipment employed.
- B. The Contractor shall supply and utilize all required equipment to adequately complete the contaminated soil loading, hauling, and disposal. During contaminated soil loading dust, erosion and sedimentation control best management practices shall be installed around the loading areas to minimize the effects of erosion and surface run-off. Erosion control devices shall be installed as shown on the Plans or as directed by the Owner.
- C. Free liquids shall not be present in the contaminated soil transported for off-site disposal. The Contractor shall be responsible for confirming that free liquids are not present in contaminated soils transported for off-site recycling/disposal. The Contractor shall be responsible for all costs related to off-site impact from free liquids present in contaminated soil being transported for off-site disposal including, but not limited to, regulatory compliance, fines and penalties, and response actions.
- D. While engaged in contaminated soil loading and hauling, the Contractor shall be subject to on-site inspection by the Owner representatives. If the work is in violation of the requirements of this specification, Owner will issue a stop work order to be in effect immediately and until the violation is resolved. Standby time and expenses required to resolve the violation shall be at the Contractor's expense.
- E. The Contractor shall be responsible for obtaining all necessary permits, manifests, and bill of lading documentation in conjunction with contaminated soil loading, hauling and disposal; and shall provide timely notification of such actions as may be required by applicable federal, state regional, and/or local authorities. The Owner shall be notified within 24 hours if an unexpected change of conditions is encountered related to the presence of hazardous wastes or material encountered at the site.
- F. There are two alternatives for excavated contaminated soil management. Contaminated soil can be stockpiled on-site at a location within the limits of disturbance. The Contractor shall be responsible for coordinating the stockpile location with the Owner. The contaminated soil stockpile shall be constructed in conformance with the contaminated soil stockpile detail provided in the Contract plans. The second option is contaminated can be excavated, loaded, and hauled to the Owner approved disposal facility.
- G. The Contractor shall be responsible for all costs including but not limited to labor, laboratory analytical, application fees, and federal, state, and local regulatory fees associated with classifying contaminated soil for disposal at the Owner approved disposal facility. The Contractor shall be responsible for pre-classifying the contaminated soil for direct loading, hauling, and disposal shall include collecting any

additional soil samples, the laboratory analysis of the additional soil samples, preparing any submittals required by the Owner approved disposal facility, and obtaining approval for disposal at the Owner approved disposal facility. The Contractor shall submit a copy of the Owner approved disposal facility acceptance for the disposal of contaminated soil at the facility to the Owner. Where specifications, requirements, and reference documents vary, the more stringent requirements shall apply.

- H. Final payment for "Load, Haul, and Dispose Contaminated Soil" will not be made until all disposal documentation including but not limited to manifests and/or bills of lading and disposal receipts have been submitted and approved by the Owner.

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 31 02 25 "Load Haul and Dispose Contaminated" will be measured by lump sum for payment for up to 220 tons.
- B. Section 31 02 25 "Load Haul and Dispose Contaminated" for quantities greater than 220 tons shall be measured for payment by per ton.

PART 5 – PAYMENT

5.01 PAYMENT

Section 31 02 25 "Load Haul and Dispose Contaminated" will be paid by lump sum. Payment for this Section constitutes full and complete compensation for all labor, materials, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions. Payment will be for up to 220 tons.

Section 31 02 25 "Load Haul and Dispose Contaminated" for quantities greater than 220 tons shall be paid by cubic yard in accordance with the unit price provided in the Bid Form. Payment for this Section constitutes full and complete compensation for all labor, materials, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION 31 02 05

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in the City of Providence Terms and Conditions.

1.02 SUMMARY

- B. Section includes the following:
 - 1. Imported soil analytical testing requirements

1.03 E-CHPS GENERAL REQUIREMENTS

- C. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
 - 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- D. Related Sections for Sustainable Design Requirements:
 - 1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 - 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 - 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 - 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling, and disposal.
 - 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 - 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

1.04 DESCRIPTION

- A. The work consists of obtaining and screening soil samples from soil sources to be imported and incorporated into the Webster Avenue Elementary School project’s limit of disturbance. These soil samples shall be collected prior to importing soil to the project area for use in the construction process. Soil source samples shall be analyzed for certain contaminants as outlined in these Special Provisions and in accordance with the Project’s Construction Soil Management Plan (CSMP) and the Contract

Drawings, and in a manner satisfactory to the Owner. The Contractor shall provide submittals, sampling and laboratory testing as outlined in these Special Provisions prior to the delivery of soils to the Project.

1.05 SUBMITTALS

- A. Prior to commencing construction, the Contractor shall submit to the Owner a list of soil sources for each classification of soil outlined in these Special Provisions to be imported and incorporated into the Webster Avenue Elementary School project's limit of disturbance. The list for each soil classification shall state the location of material, owner, anticipated quantity of soil to be imported, material state (in situ, stockpiled), material condition (virgin, processed, reclaimed, recycled from another Project) and any known environmental history associated with material condition. Include with list any existing analytical results of soil source.
- B. Prior to commencing construction, the Contractor shall submit to the Owner a Sampling and Analytical Work Plan (SAWP) outlining the methodology used to collect, preserve, analyze, and report soil sample results. The Contractor shall not commence any work prior to the Owner of Providence approving the SAWP. At a minimum, the SAWP shall include:
- i. Sample collection methods including a description of sampling equipment, grab sample size and how representative grab samples will be obtained from in-situ undeveloped and developed borrow sources and/or from stockpiled processed, reclaimed and/or recycled borrow sources;
 - ii. Procedures for decontamination of sampling equipment prior to and between obtaining successive samples;
 - iii. Sample container, storage and preservation procedures and holding times;
 - iv. Sample handling, packaging, and transportation protocols;
 - v. Sample documentation (labeling, chain-of-custody, log book); and
 - vi. Sampling and analysis quality assurance/quality control procedures.
- C. The Contractor shall provide third party soil sampling with all samples analyzed at an analytical laboratory who meets the minimum requirements and guidelines to conduct chemical analysis, as developed by the EPA. The analytical laboratory shall be approved/certified by the Rhode Island Department of Environmental Management. The detection limit for all analytical results shall be below the acceptance criteria outlined in this Special Provision.
- D. The soil sampling frequency (which is dependent on soil borrow source and contaminant) and a list of contaminants to be analyzed for each soil classification are as outlined in this Special Provision. The Contractor shall submit to the Owner two copies of an Imported Soil Material Compliance Report that includes soil analytical results, applicable QA/QC data and chains of custody a minimum of one month prior to importing each classification of soil outlined in these Special Provisions to be imported and incorporated into the Project. The submittal shall include an opinion authored by a professional engineer registered in the State of Rhode Island and Providence Plantations who has a minimum of 10 years of experience evaluating soil compliance with the RIDEM's Remediation Regulations Method 1 soil direct exposure criteria and leachability criteria that the soil classification is compliant with the Project Specification requirements for that soil classification. The Owner shall review this submittal. The soil classification shall not be imported into the Project Limits until the Owner has provided written concurrence that the soil classification meets the Specification requirements for the soil classification.

PART 2 – PRODUCT

2.01 MATERIALS AND PERSONNEL

- A. The Contractor shall be responsible for furnishing all equipment, personnel and subcontractors required to complete and submit soil testing required in this Special Provisions.
- B. All materials to be used shall be in accordance with all appropriate sections of the Rhode Island Standard Specifications for Road and Bridge Construction, 2025 Edition, with all revisions.

PART 3 – EXECUTION

3.01 TESTING

- A. Testing as described in this section is required for soil imported to the Webster Avenue Elementary School limit of disturbance.
- B. Soil imported for use in the Webster Avenue Elementary School project limit of disturbance for use as Common Borrow, Gravel Borrow, Modified Common Borrow, Fill Gravel Borrow Under Structures, and Pervious Fill used up to a non-impervious finished grade or to subgrade of an impervious surface shall be shown to have a contaminant level below the Rhode Island Department of Environmental Management (RIDEM) Method 1 RIDEM Residential Direct Exposure Criteria (R-DEC) for TPH, cyanide, VOC, SVOCs (16 PAH priority pollutants only), Pesticides PCBs, and the PP13 metals plus, barium, manganese, hexavalent chromium, and vanadium prior to delivery to the Project.
- C. Soil imported for use in the Webster Avenue Elementary School project limit of disturbance from a non-developed borrow source shall be analyzed at a frequency of 1 sample for every 5000 cubic yards in-situ soil. Soil imported from another project or developed borrow source shall be analyzed at a frequency of 1 sample for every 2,000 cubic yards with a minimum of 2 samples per borrow source. Contaminants to be analyzed, the test methods and minimum detection limit shall be as outlined in the following table:

Constituent	Test Method	Minimum Detection Level
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC
Semi-VOCs (16 PAHs only)	EPA Method 8270C	Below RIDEM Method 1 R-DEC
PCBs	EPA Method 8082A	Below RIDEM Method 1 R-DEC
Metals - PP13 metals plus barium, manganese, vanadium, and hexavalent chromium	EPA Methods 6010, and 7471A, SM3500-Cr-B (11)	Below RIDEM Method 1 R-DEC

Notes:

- i. Gravel Borrow Subbase shall not require testing.
- D. Soil imported for use in Webster Avenue Elementary School project limit of disturbance as Loam Borrow shall be shown to have a contaminant level below the RIDEM Residential Direct Exposure Criteria (RDEC) for TPH, cyanide, VOC, SVOCs (16 PAH priority pollutants only), Pesticides PCBs, and the PP13

metals plus, barium, manganese, hexavalent chromium, and vanadium prior to delivery to the Project. Soil shall be analyzed at a frequency of 1 sample for every 2,000 cubic yards with a minimum of 2 samples per source. Contaminants to be analyzed, the test methods and minimum detection limit shall be as outlined in the following table:

Constituent	Test Method	Minimum Detection Level
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC
Semi-VOCs (16 PAHs only)	EPA Method 8270C	Below RIDEM Method 1 R-DEC
PCBs	EPA Method 8082A	Below RIDEM Method 1 R-DEC
Metals - PP13 metals plus barium, manganese, vanadium, and hexavalent chromium	EPA Methods 6010, and 7471A, SM3500-Cr-B (11)	Below RIDEM Method 1 R-DEC

ACCEPTANCE CRITERIA

Contaminant	RDEC (mg/kg)	I/C-DEC (mg/kg)	Contaminant	RDEC (mg/kg)	I/C-DEC (mg/kg)
Volatiles					
Acetone	7,800	10,000	Ethylene dibromide	0.01	0.07
Benzene	2.5	200	Isopropyl benzene	27	10,000
Bromodichloromethane	10	92	Methyl ethyl ketone	10,000	10,000
Bromoform	81	720	Methyl isobutyl ketone	1,200	10,000
Bromomethane	0.8	2,900	Methyl tertiary-butyl ether (MTBE)	390	10,000
Carbon tetrachloride	1.5	44	Methylene chloride	45	760
Chlorobenzene	210	10,000	Styrene	13	190
Chloroform	1.2	940	1,1,1,2-Tetrachloroethane	2.2	220
Dibromochloromethane	7.6	68	1,1,2,2-Tetrachloroethane	1.3	29
1,2- Dibromo-3-chloropropane (DBCP)	0.5	41	Tetrachloroethene	12	110
1,1-Dichloroethane	920	10,000	Toluene	190	10,000
1,2-Dichloroethane	0.9	63	Trichloroethane	540	10,000
1,1-Dichloroethene	0.2	9.5	1,1,2-Trichloroethane	3.6	100
cis-1,2-Dichloroethene	630	10,000	Trichloroethene	13	520
Trans-1,2-Dichloroethene	1,100	10,000	Vinyl chloride	0.02	3.0
1,2-Dichloropropane	1.9	84	Xylenes (Total)	110	10,000
Ethylbenzene	71	10,000			
Semi-Volatiles					
Acenaphthene	43	10,000	Chrysene	0.4	780
Acenaphthylene	23	10,000	Dibenz(a,h)anthracene ^a	0.4	0.8
Anthracene	35	10,000	Fluoranthene	20	10,000
Benzo(a)anthracene	0.9	7.8	Fluorene	28	10,000
Benzo(a)pyrene	0.4	0.8	Indeno(1,2,3-cd)pyrene	0.9	7.8
Benzo(b)fluoranthene	0.9	7.8	Naphthalene	54	10,000
Benzo(g,h,i)perylene	0.8	10,000	Phenanthrene	40	10,000
Benzo(k)fluoranthene	0.9	7.8	Pyrene	13	10,000
Total Cyanide					

Contaminant	RDEC (mg/kg)	I/C-DEC (mg/kg)	Contaminant	RDEC (mg/kg)	I/C-DEC (mg/kg)
Total Cyanide	200	10000			
Polychlorinated Biphenyls (PCBs)					
PCBs ^c	10	10			
RCRA 8 Metals					
Antimony	10	820	Manganese	390	10,000
Arsenic	19	19	Mercury	23	610
Barium	5,500	10,000	Nickel	1,000	10,000
Beryllium	1.5	1.5	Selenium	390	10,000
Cadmium	39	1,000	Silver	200	10,000
Chromium (III)	1,400	10,000	Thallium	5.5	140
Chromium VI (Hexavalent)	390	10,000	Vanadium	550	10,000
Copper	3,100	10,000	Zinc	6,000	10,000
Lead ^b	150	500			

Soil Acceptance Criteria as presented is based on the RI DEM Remediation Regulations Method 1 Direct Exposure Criteria. See notes below for qualifiers

^a Estimated quantitation limits

^b Direct Exposure Criteria for Lead consistent with the Rhode Island Department of Health Lead Poisoning Prevention regulations, 216-RICR-50-15-3

^c Direct Exposure Criteria for PCBs consistent with the Toxic Substance Control Act (TSCA)

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 31 04 10 “Analytical Testing Requirements for Imported Soil” will not be measured separately for payment.

PART 5 – PAYMENT

5.01 METHOD OF MEASUREMENT

- A. Section 31 04 10 “Analytical Testing Requirements for Imported Soil” will not be paid for separately. Payment is included in the 31 00 00 “Earthwork” contract sum” listed in the Bid Proposal Form. The portion of the “contract sum” representing payment for this Section constitutes full and complete compensation for all labor, materials, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION 31 04 10

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in the City of Providence Terms and Conditions.

1.02 SUMMARY

- A. This Section includes furnishing and installing playground equipment and engineered wood fiber as shown on the Drawings and as directed by the Engineer and/or Owner.

1.03 SUBMITTALS

- A. Product data and manufacturer's installation instructions: For the following:
 - 1. Playground Equipment.
 - 2. Engineered Wood Fiber.(Alternate)

1.04 QUALITY ASSURANCE

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" dated February 2025 and issued revisions or supplements.
 - 1. Latest Standard Specifications are available here:
<https://www.dot.ri.gov/business/bluebook/index.php>
- A. Playground equipment shall be installed in strict accordance with the locations shown on the attached plan titled "Webster Ave. Elementary" prepared by KOMPAN dated October 21, 2025 and revised January 7, 2026.
- B. Playground equipment shall be installed in strict accordance with Contract Plans and the attached KOMPAN installation documents.

1.02 PROJECT CONDITIONS

- A. All playground equipment and engineered wood fiber installation work shall comply with the regulatory and permitting requirements.
- B. Contractor shall submit 24-hour contact name and number for response to situations that may require immediate response.
- C. Environmental Requirements: Protect adjacent properties and water resources from erosion and sediment damage throughout Work.

1.03 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
 - 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- B. Related Sections for Sustainable Design Requirements:
 - 1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 - 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 - 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 - 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling, and disposal.
 - 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 - 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

PART 2 - PRODUCTS

2.01 PLAYGROUND EQUIPMENT

- A. Playground Equipment shall comply with the attached KOMPAN ELE400024 – Spinner Bowl, NRO101 Mule Springer, NRO102 Pony springer, and NRO1023 – Multi Deck play Tower with monkey Bars material specification documents.

2.02 POURED IN PLACE RUBBER SURFACE

- A. Poured in place rubber surface is specified in Specification 31 08 10 Poured in Place Rubber Surface.

2.03 ENGINEERED WOOD FIBER (Alternate)

- A. Engineered Wood Fiber shall conform to ASTM F2075-20 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

PART 3 - EXECUTION

3.02 GENERAL

- A. Install erosion and sediment control measures prior to clearing, demolition, or construction.
- B. Attend a preconstruction meeting with the Engineer and/or Owner, to review permit conditions and construction methods.
- C. Implement and maintain the erosion and sediment controls in accordance with the Soil Erosion and Sediment Control Report included within the Contract Drawings. Inform parties engaged on the construction site of the requirements and objectives of this Plan.
- D. Control dust to prevent a hazard to traffic on adjacent transportation corridors. Dust control includes, but is not limited to, sprinkling of water, mulch and/or crushed stone on exposed soils and haul roads.
- E. Inspect site weekly and prior to anticipated rain events. Ensure that erosion controls are properly maintained and functioning. Resolve erosion concerns per the Soil Erosion and Sediment Control Report included within the Contract Drawings.
- F. Install additional control measures if deemed necessary by the Engineer or Owner.
- G. If necessary, utilize methods and devices as permitted by authorities having jurisdiction and appropriate regulations to minimize and retain suspended solids including pumping water into a temporary sedimentation bowl, providing surge protection at inlet and outlet of pumps, floating pump intake.
 - 1. If pumping operation results in turbidity problems, stop pumping until means of controlling turbidity are determined and implemented.

3.03 PLAYGROUND EQUIPMENT INSTALLATION

- A. Install playground equipment in strict accordance with the locations shown on the attached plan titled "Webster Ave. Elementary" prepared by KOMPAN dated October 21, 2025, revised January 7, 2026.
- B. Install playground equipment in strict accordance with the Contract Plans and the attached KOMPAN installation documents.

3.04 POURED IN PLACE RUBBER SURFACE INSTALLATION

- A. Poured in place rubber surface installation requirements are specified in Specification 31 08 10 Poured in Place Rubber Surface.

3.05 ENGINEERED WOOD FIBER INSTALLATION (ALTERNATE)

- A. Engineered wood fiber shall be installed in accordance with the Contract Plans.

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 31 08 00 "Playground Equipment and Installation" will be measured as a lump sum payment.

PART 5 – PAYMENT

5.01 METHOD OF MEASUREMENT

Section 31 08 00 "Playground Equipment and Installation" will be paid as a lump sum. Payment for this Section constitutes full and complete compensation for all labor, materials, field testing, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in the City of Providence Terms and Conditions.

1.02 SUMMARY

- A. Provide all labor, materials, equipment, and supervision necessary for the supply and installation of Playpave EPDM Pour-in-Place (PIP) rubber safety surfacing as specified herein.
- B. Identify all areas of application and complete a fully integrated poured-in-place safety surfacing system in accordance with these specifications.
- C. Scope of work includes, but is not limited to:
 - 1. Surface Coverage: Resilient poured-in-place rubber surfacing for playground use.
 - 2. Supplementary Work: Coordination with playground equipment installation and preparation of a resilient surfacing sub-base.
 - 3. Quality Assurance: This Section includes furnishing and installing the playground poured in place rubber surface as shown on the Drawings and as directed by the Engineer and/or Owner.

1.03 SUBMITTALS

- A. Product data and manufacturer's installation instructions: For the following:
 - 1. Product data for Playpave EPDM PIP safety surfacing, including installation procedures and maintenance instructions.
 - 2. Detailed shop drawings showing edge conditions, transitions, thicknesses, and cross-sections.
 - 3. Color palette illustrating available EPDM color options.
 - 4. Material Safety Data Sheets (MSDS) for all system components.
 - 5. Sub-base preparation and drainage requirements.
 - 6. Details for transitions to adjacent materials and beveled edges.
 - 7. Warranty documentation outlining duration, exclusions, remedies, and compliance procedures.
 - 8. Declaration confirming adhesives are purpose-designed for playground safety surfacing.
 - 9. Third-party certification for testing at three temperature drops.
 - 10. Proof of General and Liability Insurance with minimum coverage of \$4,000,000.
 - 11. A minimum 3" x 3" physical sample of the surfacing system.

1.04 DEFINITIONS

- A. EPDM Granules: Ethylene Propylene Diene Monomer synthetic rubber meeting ASTM D-1418 (M-Class).
- B. SBR: Styrene-Butadiene Rubber, a synthetic rubber used for impact-absorbing base layers.
- C. Aromatic Binder (MDI): A moisture-cured binder used to encapsulate EPDM and SBR granules.
- D. Aliphatic Binder: UV-stable binder resistant to ambering or blooming.
- E. Critical Fall Height (CFH): Maximum fall height for playground equipment as defined by ASTM F1292.

- F. PIP: Pour-in-Place rubber surfacing (also known as wet-pour).
- G. GMAX: Measurement of surface hardness related to impact attenuation.

1.05 QUALITY ASSURANCE

- A. Where “RIDOT Standard Specifications” is used, it shall mean “Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction” dated February 2025 and issued revisions or supplements.
 - 1. Latest Standard Specifications are available here:
<https://www.dot.ri.gov/business/bluebook/index.php>
- B. Manufacturer and Installer Requirements
 - 1. The manufacturer/installer shall have a minimum of five (5) years of experience producing and installing poured-in-place playground safety surfacing.
 - 2. All materials and installation methods shall comply with ASTM F1292 impact attenuation requirements.
 - 3. Installation of the Playpave EPDM PIP system shall be performed by Playpave LLC. or Playpave-certified installers only.
 - 4. Manufacturer installation procedures shall be submitted for review by the Engineer and incorporated into the bid documents.
- C. Applicable Standards
 - 1. Playpave EPDM PIP surfacing shall meet or exceed the following:
 - a. Impact Attenuation: ASTM F1292 / CPSC
 - b. Maximum peak deceleration: ≤ 200 g
 - c. Head Injury Criterion (HIC): ≤ 1000
 - d. Coefficient of Friction: ASTM D2047
 - e. Slip Resistance: ASTM E303
 - f. Permeability: ASTM D2047
 - g. Flammability: ASTM D2859
 - h. Accessibility: ASTM F1951
 - i. Tear Strength: ASTM D624
 - j. Tensile Strength: ASTM D412 (minimum 80 PSI)
 - k. Solar Reflective Index (SRI): ASTM C1959 / E903
 - 2. Installer Qualifications
 - a. Installation shall be completed exclusively by Playpave LLC. or Playpave-certified installers.
 - b. Installation crew shall include at least one certified installer with a minimum of five full seasons of experience installing Playpave systems.
 - 3. Contractor Pre-Qualifications
 - a. Submission of a portfolio with ten (10) comparable projects, including contact references.
 - b. At least five (5) projects must be over five years old.
 - c. Projects should demonstrate similar complexity, including graphics and color transitions.
 - d. Submission of MSDS and product data sheets.
 - e. Proof of minimum \$4,000,000 General Liability Insurance.

1.06 PROJECT CONDITIONS

- A. All playground equipment and engineered wood fiber installation work shall comply with the regulatory and permitting requirements.

- B. Contractor shall submit 24-hour contact name and number for response to situations that may require immediate response.
- C. Environmental Requirements: Protect adjacent properties and water resources from erosion and sediment damage throughout Work.

1.07 NE-CHPS GENERAL REQUIREMENTS

- A. The work of this Section is required to comply with general requirements and procedures for compliance with prerequisites and certain credits required for the Project to obtain verification under the Northeast Collaborative for High Performance Schools Criteria, Version 4.0, 2021 (NE-CHPS) as outlined in Division 01 Section “Sustainable Design Requirements.”
 - 1. The Contractor is responsible to coordinate with the work of other Sections and comply with all NE-CHPS requirements in accordance with the Contract Documents such that the work carried out by this Section does not compromise the achievement of any other NE-CHPS prerequisites and credits applicable to the entire Project.
- B. Related Sections for Sustainable Design Requirements:
 - 1. Division 01 Section “Submittal Procedures” for NE-CHPS submittal requirements.
 - 2. Division 01 Section “Temporary Facilities and Controls” for requirements for temporary facilities.
 - 3. Division 01 Section “Product Requirements” for product substitutions and additional NE-CHPS submittal requirements.
 - 4. Division 01 Section “Construction Waste Management and Disposal” for waste management, recycling, and disposal.
 - 5. Division 01 Section “Sustainable Design Requirements” for general procedures for compliance with NE-CHPS prerequisites and credits.
 - 6. Division 01 Section “Indoor Air Quality Requirements” for material and procedure requirements.

1.

PART 2 - PRODUCTS

2.01 EPDM MATERIAL SPECIFICATIONS

- A. System Description
 - 1. Playpave EPDM PIP Rubber Surfacing is a seamless poured-in-place rubber system consisting of:
 - a. SBR impact cushion layer
 - b. EPDM colored wear layer
 - 2. Both layers are bound using a 100% solids, moisture-cured polyurethane binder.
 - 3. This system is porous, slip-resistant, UV-stable, and installed at variable thicknesses to meet CFH requirements.
 - 4. Compatible substrates include concrete, asphalt, and compacted stone.
- B. Physical Properties
 - 1. EPDM Granules
 - a. Angular cut, 1–4 mm
 - b. ≥ 20% polymer content (EPDM only)
 - c. Tensile strength: > 5 MPa
 - d. Elongation: 600–700%

- e. Hardness: 60–65 Shore A
- f. Density: 1.5 g/cm³
- g. REACH & EN 71-3 compliant
- 2. SBR
 - a. Angular or buffings cut
 - b. Polymer content ~50%
 - c. Moisture <1%
 - d. Free of metal and fiber contaminants
- 3. Binder
 - a. Single-component moisture-cure polyurethane
 - b. Aliphatic or aromatic
 - c. Installation temperature >41°F
 - d. Non-pigmented (clear or amber)
 - e. Cure time: 6–8 hours at 77°F
- C. Safety & Environmental Compliance
 - a. PAH compliant (REACH / AfPS GS 2019)
 - b. EN 71-3 compliant
 - c. PFA Free
 - d. Latex free binder and granules
 - e. Non-toxic once cured
 - f. No TDI binders with filler minerals permitted

PART 3 - EXECUTION

3.01 SITE PREPARATION AND BASE

- A. Site Conditions
 - 1. Substrate must be dry, clean, and free of debris.
 - 2. Installation shall not proceed during rain or unsuitable weather.
 - 3. Playpave reserves the right to adjust installation schedule based on conditions.
 - 4. Installation occurs after playground equipment placement unless noted.
- B. Base Construction
 - 1. Owner or GC responsible for sub-base preparation per Playpave guidelines.
 - 2. Acceptable bases: compacted stone, concrete, or asphalt.
 - 3. Minimum slope: 2%
 - 4. Asphalt cure: 21 days
 - 5. Concrete cure: 30 days
 - 6. Granular base: 4–6 inches at 95% compaction
 - 7. Geotextile fabric required with 20 cm overlap
 - 8. Surface preparation may include scarifying or etching. Install erosion and sediment control measures prior to clearing, demolition, or construction.

3.02 SURFACE INSTALLATION

- A. Primer
 - 1. Apply urethane primer at 200–250 sq ft/gal.
 - 2. Prime immediately prior to rubber installation.
- B. SBR Impact Layer
 - 1. Mix on-site per manufacturer guidelines.

- 2. No less than 1" thickness, with thickness based on CFH
 - 3. Binder ratio: 16% by weight.
 - 4. Trowel to specified depth and cure 24 hours.
- C. EPDM Wear Layer
- 1. EPDM mixed at 22% binder by weight.
 - 2. Installed thickness: ½" to 1" per specification.
 - 3. Seam overlaps minimum 1.5 inches.
 - 4. Cure time: 24–72 hours.

3.03 SITE REQUIREMENTS

- A. Site access for installation equipment required. .
- B. Owner/GC responsible for overnight security. Foot traffic damage is excluded from warranty unless security and fencing is provided by Playpave.
- C. Optional fencing available at additional cost.
- D. Site to be left clean and free of debris.

3.04 Final Acceptance

- A. Final inspection to confirm compliance with all specifications and standards.
- B. Submission of final documentation and compliance report required. Attend a preconstruction meeting with the Engineer and/or Owner, to review permit conditions and construction methods.

PART 4 – MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. Section 31 08 10 "Poured in Place Rubber Surface" will be measured as a lump sum payment.

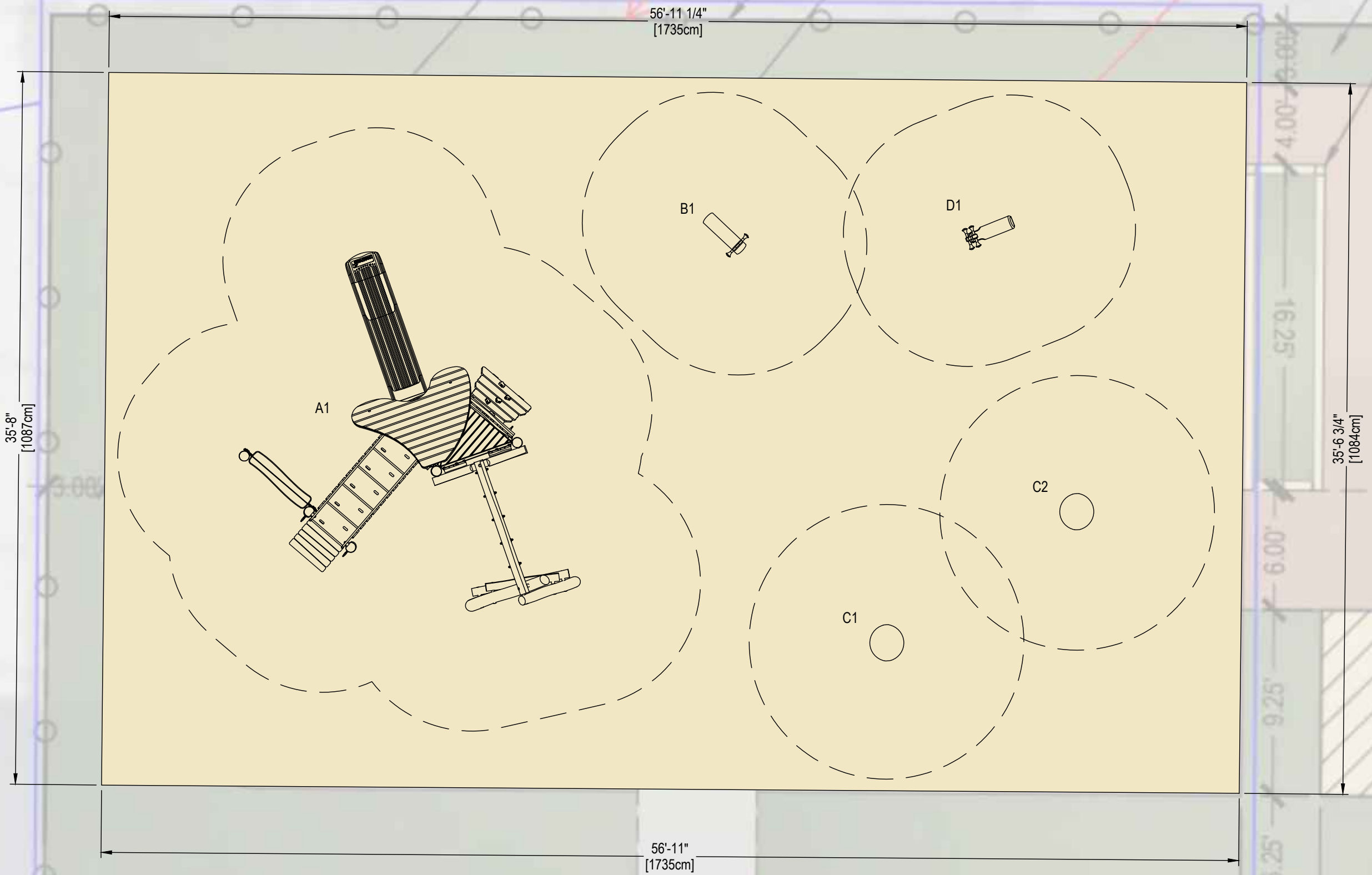
PART 5 – PAYMENT

5.01 METHOD OF MEASUREMENT

Section 31 08 00 "Playground Equipment and Installation" will be paid as a lump sum. Payment for this Section constitutes full and complete compensation for all labor, materials, field testing, laboratory analysis, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

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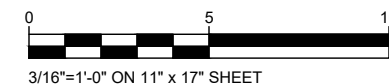
#	Product Number	Product Name	M.F.H.	Count
A	NRO102301-1001	Multi Deck Play Tower with Monkey Bar	6'10"	1
B	NRO101-xx01	Mule	2'0"	1
C	ELE400024-xx17SC	Spinner Bowl	2'0"	2
D	NRO102-xx01	Pony	2'0"	1

EWf AREA: 2028 SF
PERIMETER: 186 LF

MAINTENANCE OF ASTM F1951 COMPLIANT LOOSE FILL SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER TO ENSURE ADA REQUIREMENTS FOR PATH OF TRAVEL.

WEBSTER AVE. ELEMENTARY

191 Webster Ave.
Providence, Ri
Site Plan - 5-12 YRS



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES, PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5/8\"/>

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2026 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788



SALES REPRESENTATIVE			SHEET
Jeff Hochwarter			K1.0
REVIEW BY	DRAWN BY	DATE	
DESIGN	VanAgu	25/10/21	REVISION NOTES
REV. NO.	REV. BY	REV. DATE	
1	VanAgu	26/01/07	-

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

ELE400024 – Spinner Bowl

Material Characteristics

To ensure integrity and durability and to be optimally suited for severe use, the weather elements and unwanted abuse in the outdoors, the product must meet the following requirements:

- Steel parts with a hot dip galvanized surface treatment according to ISO1461 with a lead content below 90ppm for surfaces and for base material below 100ppm.
- Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free.
- The Spinner Bowl is made of recyclable PE made from 33% post-consumer materials. The bowl is molded in one piece with integrated metal thread bushings and a water drain hole to ensure high durability in all climates around the world.
- The sand-colored variant is made of rotomolded stone mixed PE material with nonskid surface texture. Minor differences in the stone mix visuality of the material are to be expected
- GreenLine versions in dark teal color are designed with molded PP parts which consist of 33% recycled post-consumer ocean waste. Ocean waste is collected from the maritime industry, such as fishing nets, ropes and trawls.
- Bolts, nuts optionally with Delta-Magni surface treatment.
- do-nuts of polyamide PA6.

Foundation and Installation



Installation of the outdoor play equipment must be in accordance with the manufacturer's instructions.

Product Standards

The following standards must be respected:

- | | |
|---------------|--------------------|
| - EN1176:2017 | Certified by TÜV |
| - ASTM F1487 | Certified by IPEMA |
| - CSA Z614 | Certified by IPEMA |
| - AS4685 | Certified by TÜV |



Note: Certification for Design Studio solutions are handled separately.

Product code	NRO101
Product name	Mule Springer
Product description	<p>KOMPAN® - Play the KOMPAN way KOMPAN® is the world No.1 playground supplier. We develop, produce, market and sell an extensive range of playground equipment that covers all age groups. Our playgrounds are designed from the ground up to improve childhood health and learning. All our products offer compelling design, high play value, uncompromising safety, unique innovation and long lasting quality.</p> <p>KOMPAN ROBINIA Represents a new way of designing the playground. By taking a unique, holistic approach to creating a play area, we stimulate children’s interest in nature and introduce an understanding of nature into their lives. Robinia’s natural materials and appearance make it ideal for park settings as well as other areas where the surroundings call for natural-looking play equipment. It also fits equally well into urban play environments, where it can create a magical forest right in the city.</p> <p>Mule Springer The springer is a playground classic with a strong appeal to all children. Every springer in our range is just waiting for a child to unlock its imaginative potential.</p> <p>Universal inclusive play The belief in inclusive play runs deep at KOMPAN. "Play Together", the idea that everyone should be included in play, is a foundational pillar in our philosophy of play. We design our products to be used universally and to accommodate activities that are relevant for all children. Universal design is the way we work. We are guided by the Americans with Disabilities Act’s Accessibility Guidelines for Play Areas.</p> <p>KOMPAN products are designed according to the following six principles for universal, inclusive design. Products that are universal and inclusive should be:</p> <ol style="list-style-type: none"> 1. Accessible 2. Multifunctional (when possible) 3. 360 degree design (play from all sides) 4. Equipped with diverse play opportunities 5. Clear in color and design signals 6. Provided with special solutions for special needs when relevant
Play value and activities	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>THEME & ROLE PLAY</p> </div> <div style="text-align: center;">  <p>ROCKING</p> </div> </div> <p>Theme and role play Builds up the children’s social skills, imagination, empathy and cooperation. Theme and role play encourages use of language and</p>

	<p>helps children understand the world.</p> <p>Rocking Trains the vestibular system and helps children understand ‘cause and effect’.</p>
<p>Technical description</p>	<p>Wood Posts, crossbars and other un-fabricated parts are made from de-barked and sap free Robinia trunks in various dimensions. Robinia is a native European wood specie with high strength and natural durability in various climatic conditions. The low degree of fabrication allow for a very natural look leaving posts bend and winding in some degree. Basic lines however are cut to meet safety requirements of EN1176.</p> <p>KOMPAN uses wood from FSC-certified sources</p> <p>Climbing walls are made from weather resistant plywood coated with anti-slip film on both sides.</p> <p>Metal Slides, fireman’s poles, handles, spacers, chains and bars are made from stainless steel,.</p> <p>Brackets, support legs and chains are hot dip galvanized steel tested for compliance with US CPSIA requirements regarding lead content as well as the European Standard EN 71-3 regarding migration of unwanted substances.</p> <p>Springs are made of steel qualities that meet DIN 17221. The springs are subjected to shot peening to prevent crack formation and fatigue fracture. Spring durability and expected life in use are tested on a sampling basis to ascertain that the spring will function after more than 5 years of normal use. Springs are fitted with patented anti-pinch clamps of cast nylon</p> <p>Rope Nets and ropes – Nets and ropes are made of UV-stabilized PP (polypropylene) with inner steel cable reinforcement. Ultimate tensile strength of the rope is at least 2,500 kg. The net connectors are KOMPAN-designed and made from a specially formulated injection-molded PA (polyamide) in order to perform the maximum strength and UV stability. Nets and ropes are equipped with stainless steel chains in the end for adjustment due to variation in Robinia dimensions.</p> <p>Plastic Panels for decoration and attachment of slides are made of 19mm EcoCore™. EcoCore™ is a highly durable, ecofriendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material. The core has a thickness of 15mm and representing 80% of the total material.</p> <p>Net connectors, handles and plugs are pressure molded Polyamide PA.</p>

Swing seats, spring inserts, dampers for seesaws and manipulative items are made from synthetic rubber (PUR, TPE, EPDM and SBR). Swing seats are tested to meet the impact criteria of EN1176 as well as ASTM F 1487.

Sunshades are made of 100 pct. off white polyester. The fabric are Tested and certified according to UV standard 801.

Product code	NRO102
Product name	Pony springer
Product description	<p>KOMPAN® - Play the KOMPAN way KOMPAN® is the world No.1 playground supplier. We develop, produce, market and sell an extensive range of playground equipment that covers all age groups. Our playgrounds are designed from the ground up to improve childhood health and learning. All our products offer compelling design, high play value, uncompromising safety, unique innovation and long lasting quality.</p> <p>KOMPAN ROBINIA Represents a new way of designing the playground. By taking a unique, holistic approach to creating a play area, we stimulate children's interest in nature and introduce an understanding of nature into their lives. Robinia's natural materials and appearance make it ideal for park settings as well as other areas where the surroundings call for natural-looking play equipment. It also fits equally well into urban play environments, where it can create a magical forest right in the city.</p> <p>Pony Springer The springer is a playground classic with a strong appeal to all children. Every springer in our range is just waiting for a child to unlock its imaginative potential.</p> <p>Universal inclusive play The belief in inclusive play runs deep at KOMPAN. "Play Together", the idea that everyone should be included in play, is a foundational pillar in our philosophy of play. We design our products to be used universally and to accommodate activities that are relevant for all children. Universal design is the way we work. We are guided by the Americans with Disabilities Act's Accessibility Guidelines for Play Areas.</p> <p>KOMPAN products are designed according to the following six principles for universal, inclusive design. Products that are universal and inclusive should be:</p> <ol style="list-style-type: none"> 1. Accessible 2. Multifunctional (when possible) 3. 360 degree design (play from all sides) 4. Equipped with diverse play opportunities 5. Clear in color and design signals 6. Provided with special solutions for special needs when relevant
Play value and activities	<div style="text-align: center;">   </div> <p>Rocking Trains the vestibular system and helps children understand 'cause and effect'.</p>

	<p>Theme and role play Builds up the children’s social skills, imagination, empathy and cooperation. Theme and role play encourages use of language and helps children understand the world.</p>
<p>Technical description</p>	<p>Wood Posts, crossbars and other un-fabricated parts are made from de-barked and sap free Robinia trunks in various dimensions. Robinia is a native European wood specie with high strength and natural durability in various climatic conditions. The low degree of fabrication allow for a very natural look leaving posts bend and winding in some degree. Basic lines however are cut to meet safety requirements of EN1176.</p> <p>KOMPAN uses wood from FSC-certified sources</p> <p>Climbing walls are made from weather resistant plywood coated with anti-slip film on both sides.</p> <p>Metal Slides, fireman’s poles, handles, spacers, chains and bars are made from stainless steel,.</p> <p>Brackets, support legs and chains are hot dip galvanized steel tested for compliance with US CPSIA requirements regarding lead content as well as the European Standard EN 71-3 regarding migration of unwanted substances.</p> <p>Springs are made of steel qualities that meet DIN 17221. The springs are subjected to shot peening to prevent crack formation and fatigue fracture. Spring durability and expected life in use are tested on a sampling basis to ascertain that the spring will function after more than 5 years of normal use. Springs are fitted with patented anti-pinch clamps of cast nylon</p> <p>Rope Nets and ropes – Nets and ropes are made of UV-stabilized PP (polypropylene) with inner steel cable reinforcement. Ultimate tensile strength of the rope is at least 2,500 kg. The net connectors are KOMPAN-designed and made from a specially formulated injection-molded PA (polyamide) in order to perform the maximum strength and UV stability. Nets and ropes are equipped with stainless steel chains in the end for adjustment due to variation in Robinia dimensions.</p> <p>Plastic Panels for decoration and attachment of slides are made of 19mm EcoCore™. EcoCore™ is a highly durable, ecofriendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material. The core has a thickness of 15mm and representing 80% of the total material.</p> <p>Net connectors, handles and plugs are pressure molded Polyamide PA.</p>

Swing seats, spring inserts, dampers for seesaws and manipulative items are made from synthetic rubber (PUR, TPE, EPDM and SBR). Swing seats are tested to meet the impact criteria of EN1176 as well as ASTM F 1487.

Sunshades are made of 100 pct. off white polyester. The fabric are Tested and certified according to UV standard 801.

NRO1023 – Multi Deck play Tower with monkey Bars

Material Characteristics

To ensure integrity and durability and to be optimally suited for severe use, the weather elements and unwanted abuse in the outdoors, the product must meet the following requirements:

- All Organic Robinia products by KOMPAN are made of Robinia wood from sustainable European sources. On request it can be supplied as FSC® Certified (FSC® C004450).
- Posts, crossbars, and other un-fabricated parts are made from de-barked and sap free Robinia trunks in various dimensions. Products may differ slightly from picture and renders, because of the natural shape of the individual wood pieces.
- Transparent brown pigmented and colored parts, are coated with water-based paint and pigment that is environmentally friendly and with excellent UV resistance. The paint and pigment is in compliance with EN 71 Part 3.
- Molded PE slides made with 33% post-consumer materials in different colors in one-piece design with a wall thickness of minimum 5mm. Material in accordance with the European Standard EN 71-3 and tested for UV stability.
- Ropes of UV-stabilized PES rope strands with inner steel cable reinforcement. The polyester yarn is made from +95% post-consumer materials and is inductively melted onto each strand.
- The seesaw and monkeybar grips are made from ø25mm steel tubing with a thickness of 2mm. The handles are mounted on 4mm steel plating and are made from AISI304 Steel.
- Molded climbing grips made from polyester resin. Coloration of the grips is ensured by using UV-stable organic color pastes. The grips are tested in accordance with DIN EN 71-3:2021-06 and EN14350-2-2020-08.
- Do-nuts and play activities are made of injection moulded high quality UV stabilised nylon (PA6). Nylon has good wearing and impact strength.

- Steel brackets and footings with a hot dip galvanized surface treatment according to ISO1461 with a lead content below 90ppm for surfaces and for base material below 100ppm.
- Steel parts with a hot dip galvanized surface treatment according to ISO1461 with a lead content below 90ppm for surfaces and for base material below 10ppm.
- The product/activities are preassembled from the factory to ensure all safety requirements are considered

Foundation and Installation

Installation of the outdoor play equipment must be in accordance with the manufacturer's instructions.

Product Standards

The following standards must be respected:

- ASTM F1487 Certified by IPEMA
- CSA Z614 Certified by IPEMA

Note: Certification for Design Studio solutions are handled separately.

Attachment C
Construction Soil Management Plan

Attachment D

Rhode Island Department of Environmental Management Reference Documents

September 8, 2025 - Hazardous Material Release Notification

September 15, 2025 - Dig and Haul Approval

October 1, 2025 - Dig and Haul Extension Request

October 2, 2025 - Dig and Haul Extension Request Approval



September 8, 2025

Ms. Kelly Owens
Deputy Administrator
Rhode Island Department of Environmental Management
Office of Land Revitalization & Sustainable Materials Management
235 Promenade Street, Providence, RI 02908

Via email: DEM.OWMSiteRemNOR@dem.ri.gov

Re: Release Notification Form
Webster Avenue School
191 Webster Avenue
Providence, Rhode Island 02909

200 MAIN STREET
PAWTUCKET, RI 02860
401.726.4084

317 IRON HORSE WAY
SUITE 100
PROVIDENCE RI 02908
401.383.6530

120 MIDDLESEX AVENUE
SUITE 20
SOMERVILLE, MA 02145
617.776.3350

115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

6 CHESTNUT ST
SUITE 110
AMESBURY MA 01913
978.388.2157

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

Dear Ms. Owens:

GM2 Associates, Inc., (GM2) has prepared the attached Release Notification Form on behalf of the City of Providence. Reportable concentrations of semi-volatile organic compounds (SVOCs) were discovered during a construction soil management assessment performed at the Webster Avenue Elementary School. The area where the SVOCs were discovered is currently paved with asphalt and not exposed or easily accessible. The assessments completed to date are described in the attached report.

The City of Providence is planning to build a small playground at the northeast corner of the property. It is the opinion of GM2 there is presently sufficient data available to complete a limited Dig and Haul Short Term Measure to mitigate the SVOC non-compliant soil and prep the playground area for construction. We await your decision on implementing this plan.

Please contact us if you have any questions or comments.

Respectfully submitted,

Steve Cadorette, P.E., Project Engineer
e-mail: scadorette@gm2inc.com
cell: 508-942-8851

Keith Sullivan, Sr. Scientist
e-mail: jsullivan@gm2inc.com
cell: 401-598-7933



Appendix A

Release Notification Form

Release Media: Soil

Hazardous Materials and Concentrations (Attach certificates of analysis as necessary):

(benzo(a)anthracene 3.53 mg/kg, benzo(a)pyrene, 3.62 mg/kg; benzo(b)fluoranthene 4.38 mg/kg, benzo(g,h,i)perylene 2.55 mg/kg, benzo(k)fluoranthene 1.3 mg/kg, chrysene 4.0 mg/kg, dibenzo(a,h)anthracene) 0.5, and indeno(1,2,3-cd)pyrene) 2.52 mg/kg

Extent of Contamination: Limited to a 40 by 40 feet asphalt paved area on the east side of the school building where a proposed playground will be built.

Approximate acreage of Contaminated Area: 0.04

4. Resource Information:

Site Land Usage: Industrial/Commercial Residential
Adjacent Land Usage: Industrial/Commercial Residential
Site Groundwater Class: GA/GAA GB
Adjacent Groundwater Class: GA/GAA GB
(if different than site groundwater classification within 500 feet)
Nearest Surface Water or Wetland: Less Than 500 Feet Greater Than 500 Feet
Potential for adverse impact? Yes No

5. Potentially Responsible Parties:

Name: City of Providence

Address: 25 Dorrance Street, Providence, Rhode Island 02903

Status: Owner Operator Other:

Name:

Address:

Status: Owner Operator Other:

6. Measures taken or proposed to be taken in response to Release: The Providence Department of Public Buildings proposes to build a 4,600 square feet playground on the property. The non-compliant soil would be excavated and replaced with R-DEC compliant soil, laid over a permeable barrier (marifi). Areas under playground equipment would receive any additional layer of engineered wood fiber.

Check all that apply: Site Investigation Short-Term/Emergency
 EXPRESS Policy Dig & Haul Policy

7. Other significant remarks about Release (Will a background determination be made?)
No.

Signature: 
Title: Director, Public Buildings

Date: 09/02/2025

Appendix B

Proposed Playground Construction Soil Management

Proposed Playground Construction Soil Management

**Webster Avenue Elementary School
191 Webster Avenue
Providence, Rhode Island 02909**

September 4, 2025

Prepared for:
Ben Lobaugh, Senior Capital Improvement Project Manager
Department of Public Property
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Prepared by:
GM2 Associates, Inc.
200 Main Street
Pawtucket, Rhode Island 02860



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Figure 2	Soil Boring Locations

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Table 1	Summary of Soil Analytical Results
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Appendices

Appendix A	Playground Conceptual Layout
Appendix B	RIDEM Environmental Resource Maps
Appendix C	Soil Boring Logs
Appendix D	Laboratory Report

1.0 Introduction

The following report summarizes the results of soil testing completed at the Webster Avenue Elementary School, located at 191 Webster Avenue, Providence, Rhode Island by GM2 Associates, Inc. (GM2). The purpose of the investigation was to assess shallow soil at the northeast corner of the property for oil and hazardous materials (OHM) where a proposed playground may be built. A conceptual plan of the playground features a sand box, a slightly raised wooden stage and typical playground equipment surrounded by raised beds and pollinator gardens. Areas under the playground structures would additionally be covered with engineered wood fiber. The playground area may total 4,100 square feet. A drawing of the conceptual layout is provided in **Appendix A**. A property Locus Map is provided as **Figure 1**, and the soil boring locations are depicted on **Figure 2**.

2.0 Background Information

The property is identified by the Providence Assessor's office as Map 104, Lot 50, a parcel that contains roughly 40,000 square feet. The school is comprised of three contiguous brick buildings, associated parking lots and play areas where approximately 300 students attend Pre-K through Fifth Grade.

The school is bound by Sterling Avenue to the north, Webster Avenue to the east, by Clarence Avenue to the south, and by residences to the west. All abutting land uses are residential.

Except for the southeast corner where there is a lawn area and lunch benches, the property is completely paved with asphalt. The latitude and longitude coordinates for the approximate center of the property are:

Latitude: 41.81022° North Longitude -71.44965° West

3.0 Environmental Setting

The Webster Avenue Elementary School is in a densely built residential neighborhood of Providence. The Providence Zoning Map indicates the property is zoned "PS" meaning "Public Space." The following text summarizes environmental characteristics of the neighborhood, as reported on the RIDEM Environmental Resource Map. Please refer to **Appendix B** to view maps of the various nearby environmental resources.

3.1 Surface Water and Wetlands

There are no surface water bodies or mapped wetlands located within 500 feet of the school.

3.2 Groundwater Classification and Wellhead Protection Areas

The underlying groundwater aquifer is classified "GB," meaning it is not suitable for drinking water without treatment. The property is also not located within a Community Well Head Protection Area (CWHPA) nor a Non-Community Well Head Protection Area (NCWHPA). The nearest aquifer, having a GA Groundwater Classification, is located 3,600 feet to the west.

3.2.1 Drinking Water

Drinking water is provided to the school by the Providence Water Supply Board. The water source is the Scituate Reservoir, which is located approximately 10 miles to the west.

3.3 Floodplains

The school property is not located within a floodplain. The nearest floodplain is located more than 500 feet away.

3.4 Natural Heritage Areas

The school property is not located within the boundary of a Natural Heritage Area. The nearest Natural Heritage Area (the Neutaconkanut Hill Park) is located more than 3,600 feet to the west.

3.5 Soil Characteristics

According to the Environmental Resource Map, and soil type beneath the school is classified as “MU.” MU soil means “Merrimack-Urban land complex”, which is associated with outwash plains, outwash terraces, moraines, eskers, kames landforms. These glacial landforms are very well drained.

3.6 Surficial Geology

The Environmental Resource Map and noted the primary soil type to be classified as “outwash.”

3.7 Bedrock

According to the RIDEM Environmental Resources Map, the underlying bedrock is classified as the Rhode Island Formation, which is generally a gray to black, fine- to coarse-grained sedimentary rock. Bedrock was not encountered by GM2. The depth to bedrock at the school property is not known.

3.8 Topography

Based on a review RIDEM Environmental Resources Map, the school is at an elevation of approximately 90 feet above sea level and the ground surface is generally level. One nearby high point to the southeast (Rocky Hill) has an elevation of about 180 feet.

4.0 Soil Investigation

The purpose for the soil investigation was to identify whether the shallow subsurface soil at the northeast corner of the property where the playground will be built contained regulated levels of OHM.

4.1 Soil Borings E1 through 4

Four soil borings were advanced on June 25, 2025, by GM2’s subcontractor, New England Geotech, Inc., who used a mini track-mounted AMS 9100 direct push drilling rig to complete the work. Since only shallow soil will be disturbed during playground construction, the maximum depth of each soil boring was five feet.

Soil samples from each boring were collected using an acetate-lined steel macro core sampler. GM2 visually characterized the soil based upon its relative density, grain size, color, sorting, stratification, moisture content, and presence of stains and odors. The samples were also screened for volatile organic compounds using an Ion Science photoionization detector by the jar headspace technique. The instrument was calibrated before use using a 100 parts per million isobutylene standard. No elevated readings were encountered – all results were “non-detect.” No odors or visible evidence of OHM impact was noted,

The soil stratigraphy was consistent, as summarized below:

Depth	Observations
0 – 3”	Asphalt
3” – 2’	Brown SAND, little silt, trace gravel [FILL]
2’ – 5’	Light brown to brown SAND, little silt [FILL]

Groundwater was not encountered. We refer the reader to **Appendix C** for the soil boring logs.

4.2 Soil Sampling and Laboratory Analysis

Soil samples were obtained for analysis of the chemical constituents listed on Table 1 of the RIDEM Remediation Regulations. A sample of the soil in each acetate liner was contained in laboratory grade, pre-preserved glassware. The containers were chilled on ice or refrigerated until they were delivered to a Rhode Island certified laboratory under chain of custody for analysis. Analyses included:

- organic pesticides by EPA Method 8081
- cyanide by EPA Method 9014
- polychlorinated biphenyls (PCBs) by EPA Method 8082
- total petroleum hydrocarbons (TPH) by EPA Method 8100 modified
- volatile organic compounds (VOCs) by via EPA Method 8260
- semi- volatile organic compounds (SVOCs) by EPA Method 8270, and
- metals by SW-846 Method 6010D and 7471B

The analytical report is attached to **Appendix D**.

4.3 Soil Analytical Results

4.3.1 Sample E1-S1

None of the chemical constituents listed on Table 1 of the RIDEM Remediation Regulations were detected.

4.3.2 Sample E2-S1

The analytical test results from boring E2 indicated that one SVOC (chrysene) exceeded the Residential Direct Exposure Criteria. All the other analytes listed on Table 1 of the RIDEM Remediation Regulations were compliant with the RIDEM Residential Direct Exposure Criteria (R-DEC).

4.3.3 Sample E3-S1

The sample results from boring E3 indicated eight SVOCs (benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene), and indeno(1,2,3-cd)pyrene) exceeded the R-DEC; chrysene also exceeded the Industrial/Commercial Direct Exposure Criteria. All the other analytes listed on Table 1 of the RIDEM Remediation Regulations were compliant with the R-DEC limits.

4.3.4 Sample E4-S1

None of the chemical constituents listed on Table 1 of the RIDEM Remediation Regulations were detected.

4.4 Quality Assurance and Quality Control Evaluation

A Data Usability Assessment was conducted on the soil laboratory data. This evaluation considers field and laboratory components of the investigation. The primary goal is to show that the data relied upon are both scientifically valid and defensible. This evaluation included a review of available results for data appropriateness, analytical accuracy and precision, and data suitability. The following laboratory Quality Control parameters were evaluated:

- Chain of custody (COC), samples handling and integrity
- Sample holding time
- Laboratory method blanks
- Initial calibration and continuing calibration verifications
- Surrogate spike recoveries
- Laboratory control sample/laboratory control sample duplicate results
- Case narrative review; and
- Sample results/reporting issues

Soil samples were collected using standard and appropriate field practices by a qualified environmental professional. The samples were labelled to identify sample ID, collection date and time, and analysis requested. The samples were chilled and delivered to the laboratory on ice within lab method holding times. The samples were analyzed using RIDEM and EPA approved methods, at a Rhode Island certified laboratory. There were no “exceptions” reported by the laboratory, but two notes were presented.

For the TPH analysis in laboratory sample 5F25010-03 (sample E3-S1), the surrogate levels were above the QC reporting limit due to matrix interference. This indicates the surrogate compounds were higher than expected and caused by interference from the soil itself. This interference made it difficult for the lab to get an accurate measurement, which could affect data reliability for that sample. In all samples, there was no visible evidence of oil impact, and PID screening results were non-detect. GM2 notes the TPH levels of the other three samples were similarly low, and therefore this notation is not a concern.

For the cyanide & hexavalent chromium analyses in laboratory sample 5F25010-01 (sample E1-S1), the matrix spike performed on sample "E1-S1" recovered outside the method recommended control limits. Although the spike recovery was low, meaning the reported concentration may be low, the cyanide & hexavalent chromium results for the other three samples were similarly “non-detect” without any such notation. Furthermore, there is no history of on-site or neighborhood industrial activity that might be a cyanide & hexavalent chromium source. This notation is not a concern.

Based on GM2’s review, the data are deemed usable for site characterization and to identify areas that may need to be addressed during the school playground construction project.

4.5 Compliance Evaluation

SVOCs detected in the shallow soil at boring E2-S1 and E3-S1 were not compliant with the R-DEC and I/C-DEC. A table listing the non-compliant SVOC soil concentrations is presented below.

Sample ID	E1-S1		E2-S1		E3-S1		E4-S1		RIDEM Method 1 Residential Direct Exposure Criteria	RIDEM Method 1 Industrial/Commercial Direct Exposure Criteria
	Sample Result	Reporting Limit	Sample Result	Reporting Limit	Sample Result	Reporting Limit	Sample Result	Reporting Limit		
Date Sampled:	6/25/2025		6/25/2025		6/25/2025		6/25/2025			
Parameter	Sample Result	Reporting Limit	Sample Result	Reporting Limit	Sample Result	Reporting Limit	Sample Result	Reporting Limit		
Cyanide	all non-detect		all non-detect		all non-detect		all non-detect		200	10000
Pesticides (mg/kg)	all non-detect		all non-detect		all non-detect		all non-detect		0.04	4
PCBs (mg/kg)	all non-detect		all non-detect		all non-detect		all non-detect		10	10
Semivolatile organic compounds (mg/kg)										
2-Methylnaphthalene	ND	0.147	ND	0.158	0.166	0.144	ND	0.155	123	10000
Acenaphthene	ND	0.147	ND	0.158	0.344	0.144	ND	0.155	43	10000
Acenaphthylene	ND	0.147	ND	0.158	0.26	0.144	ND	0.155	23	10000
Anthracene	ND	0.147	0.247	0.158	0.945	0.144	ND	0.155	35	10000
Benzo(a)anthracene	0.16	0.147	0.446	0.158	3.53	0.144	ND	0.155	0.9	7.8
Benzo(a)pyrene	0.172	0.147	0.348	0.158	3.62	0.144	ND	0.155	0.4	0.8
Benzo(b)fluoranthene	0.252	0.147	0.428	0.158	4.38	0.144	ND	0.155	0.9	7.8
Benzo(g,h,i)perylene	0.158	0.147	0.188	0.158	2.55	0.144	ND	0.155	0.8	10000
Benzo(k)fluoranthene	ND	0.147	ND	0.158	1.3	0.144	ND	0.155	0.9	78
Biphenyl	ND	0.023	ND	0.024	0.039	0.022	ND	0.024	0.8	10000
Chrysene	0.154	0.147	0.415	0.158	4	0.144	ND	0.155	0.4	780
Dibenz(a,h)anthracene	ND	0.147	ND	0.158	0.501	0.144	ND	0.155	0.4	0.8
Dibenzofuran	ND	0.147	ND	0.158	0.245	0.144	ND	0.155	-	-
Fluoranthene	0.288	0.147	0.715	0.158	6.1	0.722	ND	0.155	20	10000
Fluorene	ND	0.147	ND	0.158	0.401	0.144	ND	0.155	28	10000
Indeno(1,2,3-cd)pyrene	0.167	0.147	0.206	0.158	2.52	0.144	ND	0.155	0.9	7.8
Naphthalene	ND	0.147	ND	0.158	0.273	0.144	ND	0.155	54	10000
Phenanthrene	0.15	0.147	0.888	0.158	6.1	0.722	ND	0.155	40	10000
Pyrene	ND	0.147	0.827	0.158	7.37	0.722	ND	0.155	13	10000
Total Metals (mg/kg)										
Arsenic	5	1.39	8.73	1.45	5.17	1.37	5.91	1.42	19	19
Barium	22.7	0.46	25	0.48	38.2	0.45	22.7	0.47	5500	10000
Chromium	12.7	0.7	13.3	0.73	10.9	0.68	12.9	0.71	-	-
Copper	30.2	2.79	14.7	2.91	23	2.74	8.96	2.84	3100	10000
Lead	44	0.7	40.3	0.73	63.3	0.68	14.8	0.71	150	500
Manganese	144	0.46	104	0.48	122	0.45	97.7	0.47	390	10000
Nickel	8.21	0.7	6	0.73	7.44	0.68	7.06	0.71	1000	10000
Selenium	1.64	1.39	ND	1.45	1.6	1.37	1.48	1.42	390	10000
Vanadium	18.3	0.46	20	0.48	19.1	0.45	20.6	0.47	550	10000
Zinc	35.7	2.8	28.1	2.9	38.8	2.7	28.7	2.8	6000	10000
Mercury	ND	0.103	0.181	0.106	ND	0.11	ND	0.104	23	610
Total Petroleum Hydrocarbons (mg/kg)										
TPH	52	31	87	32	127	30	38	32	500	2500
Volatile Organic Compounds (mg/kg)	all non-detect		all non-detect		all non-detect		all non-detect			

Notes:

Bold Font = Detected concentration

ND = Not detected above laboratory method reporting limit

mg/kg = milligrams per kilogram = parts per million

Highlighted value exceeds RIDEM Residential Direct Exposure Criteria

Highlighted value exceeds RIDEM Commercial / Industrial Direct Exposure Criteria

-- = No published standard

5.0 Summary

GM2 has completed an investigation of the soil that may be disturbed at the Webster Avenue School when a proposed playground is built.

In summary:

- Four soil borings were installed to a maximum depth of five feet. Soil samples were screened in the field for organic vapors using a handheld meter. All soil screening results were “non-detect.” No odors or visible evidence of OHM impact was noted.
- Four soil samples were analyzed at a laboratory for potential soil contaminants using EPA and RIDEM specified test methods. SVOCs in sample locations E2-S1 and E3-S1 were the only non-compliant parameters. All other results for organic pesticides, cyanide, PCBs, TPH, VOCs, and metals were compliant with RIDEM standards.

6.0 Recommendations

GM2 recommends RIDEM be notified of the elevated SVOCs in soil. The notification should include a copy of this report, a RIDEM Release Notification Form, and transmittal letter.

GM2 further recommends that RIDEM consider allowing the Providence Department of Public Buildings to proceed with the playground project, following RIDEM’s “Dig and Haul” Policy, which allows for the removal and disposal of up to 1,000 cubic yards of soil at uncomplicated sites.

Providence Department of Public Buildings will follow all provisions of the Dig and Haul policy, including public notification, property soil management, collection of confirmatory samples, and a filing Short-Term Response Report after the work is completed.

7.0 Certifications

The undersigned is the Senior Environmental Scientist who directly supervised preparation of this Soil Investigation and certifies that the information contained in the report is accurate.

 **Keith Sullivan**
Digitally signed by Keith Sullivan
DN: C=US, E=jsullivan@gm2inc.com, OU="GM2 Associates, Inc.", CN=Keith Sullivan
Reason: I am the author of this document
Date: 2025.09.08 09:40:27-04'00'

Date

Keith Sullivan
GM2 Associates, Inc.

The undersigned is the Owner Representative and certifies that the information contained in this Soil Investigation is complete and accurate.



09/04/2025

Date

Director
Providence Department of Public Buildings

8.0 Limitations and Conditions

Information obtained from public agencies, a site inspection, limited sampling, and laboratory chemical analysis was used to characterize the site. The accuracy of the conclusions derived from this information is based solely on the accuracy of the information reported. Events occurring after the site visit, soil sampling date, and groundwater sampling date are beyond the scope of this report. If information becomes available concerning the site that is not included in this report, it should be made available to GM2 so that conclusions and/or recommendations can be re-examined and modified where applicable.

No attempt was made to determine the compliance of present or former owners or operators of the site with federal, state, or municipal environmental or land use regulations. No attempt was made to evaluate the structural integrity of any site improvements including but not limited to buildings, tanks, equipment, or other site features.

Although the services are extensive, findings and conclusions are limited to and by information obtained. GM2 makes no expressed or implied representations or warranties regarding any changes in condition on the premises after the date of the site visit. In addition, conclusions drawn from subsurface investigatory methods used to define the soil and groundwater conditions are valid for the date the respective samples were collected.

Due to the fact that geologic and soil formations are inherently random, variable, and heterogeneous in nature, the professional opinions provided by GM2 are not guaranteed to completely represent site conditions. Manmade and natural processes may alter site conditions. GM2 makes no expressed or implied representations or warranties regarding any changes in condition of the premises after the date of the on-site inspection(s). In addition, other subsurface investigative methods are available that could further define the soil and groundwater conditions.

Photoionization Detector (PID) field screening and/or PetroFlag field screening are not as sensitive as laboratory analysis and conclusions drawn from such screenings are limited to those contaminants potentially detectable with a 10.6 electron volt lamp (PID field screening) and Total Petroleum Hydrocarbons (TPH) with the PetroFlag. No representation regarding the potential results of additional field screening, laboratory testing, or regarding the potential tests for materials not tested are expressed or implied.

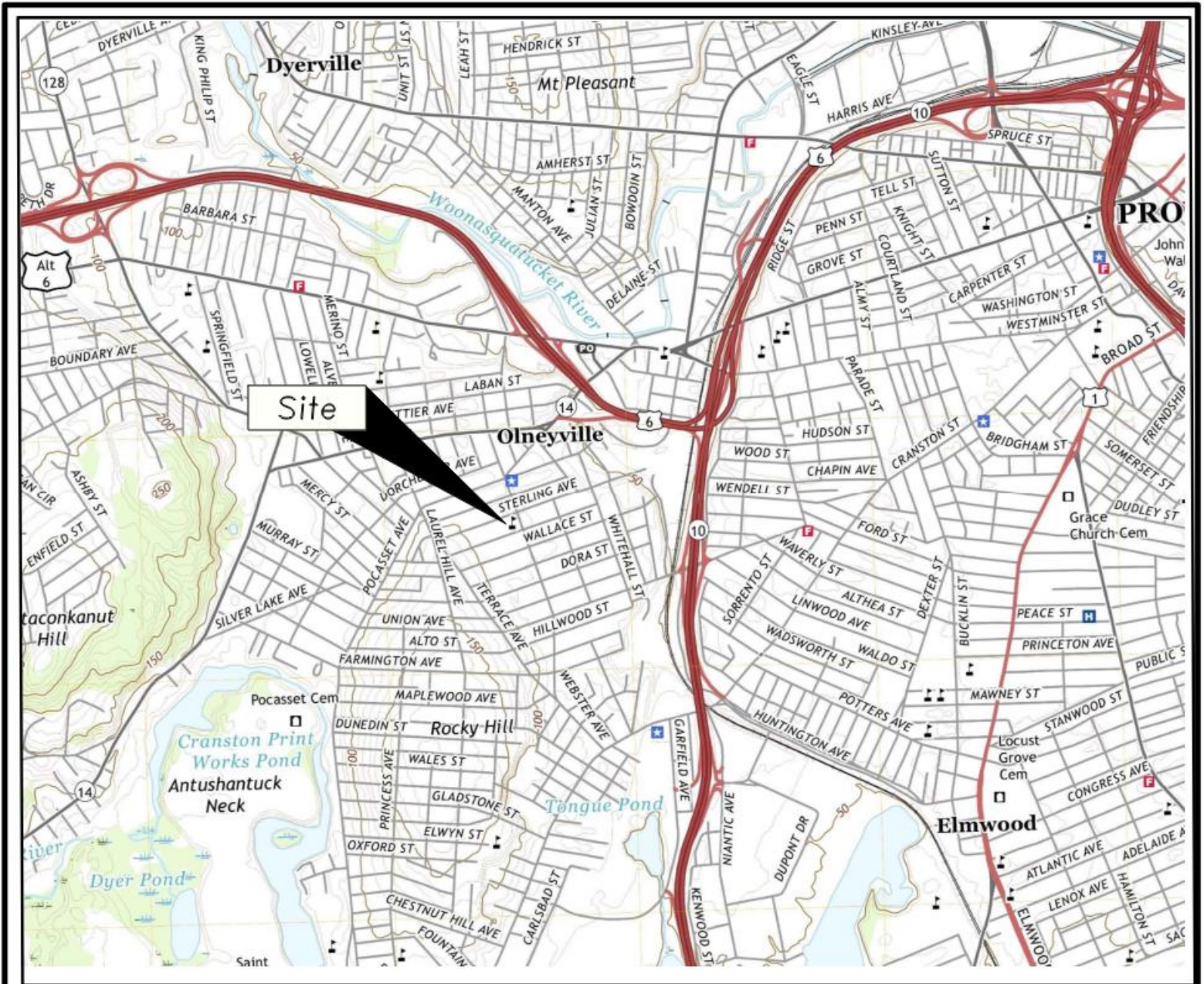
Any qualitative or quantitative information regarding the site, which was not available to GM2 at the time of this assessment, may result in modification of the representations made in this report.

GM2 has retained a copy of this report. No additions or deletions are permitted without the written consent of GM2. Use of the report by parties other than those authorized by GM2 is prohibited.

Proposed Playground Soil Investigation
July 15, 2025

Webster Avenue Elementary School
Providence, Rhode Island 02909

Figures



	A	LOCUS MAP	JKS	JKS	JKS	6/19/25
	ISSUE	DISCRIPTION	DRWN	CHKD	APPR	DATE

BASE MAP: USGS Providence Quadrangle (2018)



Webster Avenue Elementary School
 191 Webster Avenue
 Providence, Rhode Island 02909

FIGURE 1 – LOCUS MAP

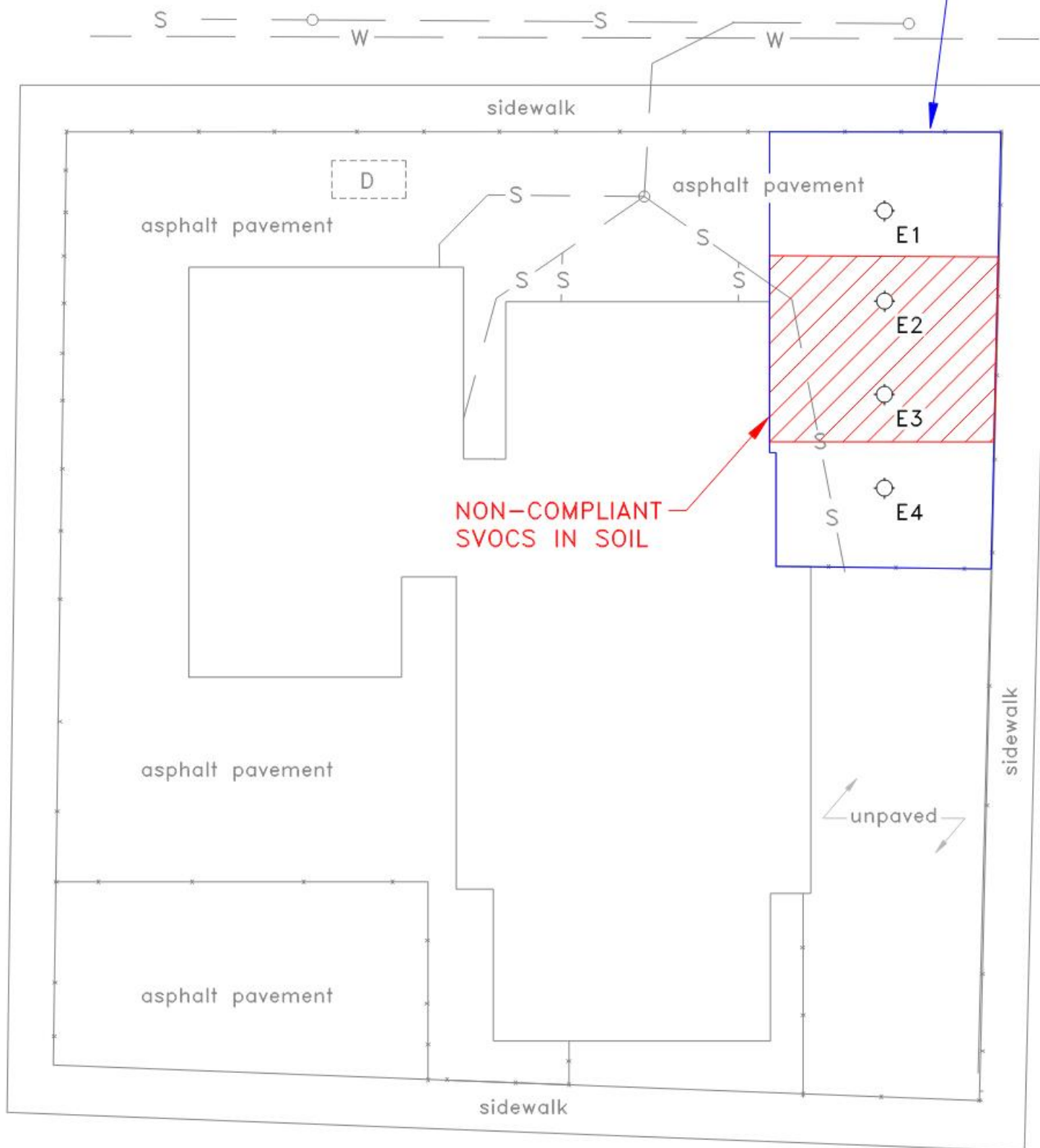
LEGEND

- E1 SOIL BORINGS
- S SEWER x FENCE
- W WATER
- D DRAIN



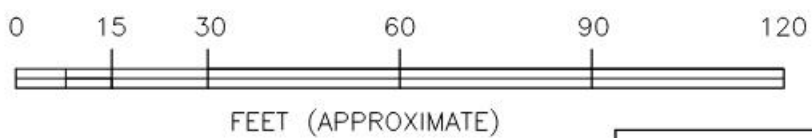
STERLING AVENUE

Proposed
Playground



CLARENCE AVENUE

WEBSTER AVENUE



A	SITE PLAN	JKS	JKS	JKS	7/15/25
ISSUE	DESCRIPTION	DRWN.	CHKD.	APPR.	DATE

Webster Avenue Elementary School
191 Webster Avenue
Providence Rhode Island 02909
FIGURE 2



PROJECT NO. 42472.00/00032	DWG NO. 42472.00/000373.00-2-KS
Scale 1" = 30' (Approx.)	

Proposed Playground Soil Investigation
September 4, 2025

Webster Avenue Elementary School
Providence, Rhode Island 02909

Tables

Table 1
Webster Avenue Elementary School
191 Webster Avenue, Providence, Rhode Island
Summary of Detected Chemical Constituents in Shallow Soil

Sample ID	E1-S1		E2-S1		E3-S1		E4-S1		RIDEM Method 1 Residential Direct Exposure Criteria	RIDEM Method 1 Industrial/Commercial Direct Exposure Criteria
	6/25/2025		6/25/2025		6/25/2025		6/25/2025			
Parameter	Sample Result	Reporting Limit	Sample Result	Reporting Limit	Sample Result	Reporting Limit	Sample Result	Reporting Limit		
Cyanide	all non-detected		all non-detected		all non-detected		all non-detected		200	10000
Pesticides (mg/kg)	all non-detected		all non-detected		all non-detected		all non-detected		0.04	4
PCBs (mg/kg)	all non-detected		all non-detected		all non-detected		all non-detected		10	10
Semivolatile organic compounds (mg/kg)										
2-Methylnaphthalene	ND	0.147	ND	0.158	0.166	0.144	ND	0.155	123	10000
Acenaphthene	ND	0.147	ND	0.158	0.344	0.144	ND	0.155	43	10000
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Chromium	12.7	0.7	13.3	0.73	10.9	0.68	12.9	0.71	-	-
Copper	30.2	2.79	14.7	2.91	23	2.74	8.96	2.84	3100	10000
Lead	44	0.7	40.3	0.73	63.3	0.68	14.8	0.71	150	500
Manganese	144	0.46	104	0.48	122	0.45	97.7	0.47	390	10000
Nickel	8.21	0.7	6	0.73	7.44	0.68	7.06	0.71	1000	10000
Selenium	1.64	1.39	ND	1.45	1.6	1.37	1.48	1.42	390	10000
Vanadium	18.3	0.46	20	0.48	19.1	0.45	20.6	0.47	550	10000
Zinc	35.7	2.8	28.1	2.9	38.8	2.7	28.7	2.8	6000	10000
Mercury	ND	0.103	0.181	0.106	ND	0.11	ND	0.104	23	610
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TPH	52	31	87	32	127	30	38	32	500	2500
Volatile Organic Compounds (mg/kg)	all non-detected		all non-detected		all non-detected		all non-detected			

Notes:

Bold Font = Detected concentration

ND = Not detected above laboratory method reporting limit

mg/kg = milligrams per kilogram = parts per million

Highlighted value exceeds RIDEM Residential Direct Exposure Criteria

Highlighted value exceeds RIDEM Commercial / Industrial Direct Exposure Criteria

- = No published standard



RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF LAND REVITALIZATION & SUSTAINABLE MATERIALS MANAGEMENT

235 Promenade Street, Providence, Rhode Island 02908

LETTER OF RESPONSIBILITY – DIG & HAUL APPROVAL
File No. SR-28-2262

September 15, 2025

CERTIFIED MAIL

John Arzoomanian, Director
City of Providence – Department of Public Property
25 Dorrance Street
Providence, RI 02903

RE: Webster Avenue Elementary School
191 Webster Avenue
Providence, Rhode Island
Plat Map 104 / Lot 50

Dear Mr. Arzoomanian:

On April 22, 2020, the Rhode Island Department of Environmental Management's (the Department) Office of Land Revitalization and Sustainable Materials Management (LRSMM) enacted the codified 250-RICR-140-30-1, Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the Remediation Regulations). Following periodic refiling, the active Rule became effective on January 4, 2022. The purpose of these regulations is to create an integrated program requiring reporting, investigation, and remediation of contaminated sites in order to eliminate and/or control threats to human health and the environment in a timely and cost-effective manner. A Letter of Responsibility – Dig & Haul Approval is a preliminary document used by the Department to codify and define the relationship between the Department and a Performing Party and approves the utilization of the Guidelines for Expedited Excavation and Disposal Response Actions (the Dig & Haul Policy) for sites in which the sole investigative and remedial actions meet the requirements of the Dig & Haul Policy.

Please be advised of the following facts:

1. The above referenced property is located at 191 Webster Avenue, Providence, Rhode Island (the Site). The Site is further identified by the City of Providence Tax Assessor's Office as Plat Map 104 / Lot 50.
2. The Department is in receipt of the following documents:
 - a. Hazardous Material Release Notification Form, received by the Department on September 4, 2025, and prepared by GM2 Associates, Inc. (GM2); and
 - b. Revised Hazardous Material Release Notification Form, received by the Department

on September 8, 2025, and prepared by GM2.

3. The above referenced documents identify concentrations of Semi-Volatile Organic Compounds (SVOCs), specifically Polycyclic Aromatic Hydrocarbons (PAHs), in Site soils that exceed the Department's Method 1 Direct Exposure Criteria, as referenced in the Remediation Regulations.
4. Based on the presence and nature of these Hazardous Substances the Department concurs that a Release of Hazardous Materials has occurred as defined by Sections 1.4(A)(33), 1.4(A)(34), and 1.4(A)(63) of the Remediation Regulations.
5. The City of Providence – Department of Public Property is identified as the current owner of the Site by the City of Providence Tax Assessor's office and as such is a Responsible Party as defined by Section 1.4(A)(70) of the Remediation Regulations.

Please be advised that The City of Providence – Department of Public Property, as site owner is responsible for the proper investigation and remediation of Hazardous Substances at this site.

As a result of the information known and the conditions observed at the site, the Department requests that The City of Providence – Department of Public Property comply with the following:

1. In accordance with the Dig & Haul Policy, following the completion of the Dig & Haul, the Responsible Party undertaking the action shall prepare a Short-Term Response Report of Expedited Excavation and Disposal Response Action with all appropriate supporting documentation as outlined in Rule IV-B of the Policy. This report shall be submitted to the Department in both hard copy and electronic format within sixty (60) days of completion of the Dig & Haul.
2. The Performing Party shall notify all abutting property owners, tenants, easement holders, the municipality, and any community well suppliers associated with any well head protection areas which encircle the Dig & Haul site, that the Dig & Haul Response Action is complete and make available to them the findings of the Short-Term Response Report submitted per Rule IV of the Dig & Haul Policy. Please submit a draft notification to the Department via E-mail for review and approval prior to distribution.

Pursuant to Rule 1.11.2 Remedial Action Approval Application Fee of the Remediation Regulations, an application fee for Remedial Action Approvals in the amount of one thousand (\$1,000) dollars, must be made payable to the State of Rhode Island General Treasurer, on or before October 15, 2025, to the Department's Office of LRSMM.

The Department approves the proposed utilization of the Dig & Haul Policy as the sole remedial action on the Site based on the document submitted to the Office of LRSMM provided that all procedures and requirements detailed in the Dig & Haul Policy are strictly adhered to and the Department receives the \$1,000 Fee.

Please be advised that the Department reserves the right to require additional actions under the

aforementioned Remediation Regulations at the Site should any of the following occur:

- Conditions at the Site previously unknown to the Department are discovered;
- Information previously unknown to the Department becomes available;
- Policy and/or regulatory requirements changes; and/or
- Failure by The City of Providence – Department of Public Property or any other future holder of any interest in the Site to adhere to the terms and conditions of the Dig & Haul Policy.

If you have any questions regarding this letter or would like the opportunity to meet with Department personnel, please contact me by telephone at (401) 537-4343 or by E-mail at reilly.cusick@dem.ri.gov.

Sincerely,



Reilly Cusick
Environmental Scientist I
Office of Land Revitalization &
Sustainable Materials Management

cc: Kelly J. Owens, RIDEM/LRSMM
Ashley Blauvelt, P.E., RIDEM/LRSMM
Joseph Martella, RIDEM/LRSMM
Keith Sullivan, GM2
Todd Ravenelle, GM2
Steve Cadorette, P.E., GM2
Ben Lobaugh, City of Providence

Attachments: Remedial Action Approval Fee



RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF LAND REVITALIZATION & SUSTAINABLE MATERIALS MANAGEMENT
235 Promenade Street, Providence, Rhode Island 02908

REMEDIAL ACTION APPROVAL APPLICATION FEE FORM

Rule 1.11.2 of the Department's Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases, requires an application fee for Remedial Action Approvals in the amount of one thousand (\$1,000) dollars. Please submit this form and check, made payable to the State of Rhode Island General Treasurer, directly to:

R.I. Department of Environmental Management
Office of Land Revitalization & Sustainable Materials Management - Rm 380
235 Promenade Street
Providence, RI 02908-5767

Please complete this page and attach it to the check or money order. This information must be provided to coordinate your fee with the application submitted.

Site Name: Webster Avenue Elementary School

Address: 25 Dorrance Street

Town/City: Providence

File Number: SR-28-2262

Contact Person: Keith Sullivan (GM2)

Phone No: 401-726-4084 x 116

RIDEM Project Manager: Reilly Cusick

FOR RIDEM OFFICE USE ONLY:

Fee Amount Received: _____

Date Received: _____

Check#: _____

Receipt Account:

10.074.3765103.03.461043

cc:74:3481 Leg.17-18-841



October 1, 2025

Reilly Cusick, Environmental Scientist I
RIDEM Office of Land Revitalization and Sustainable Materials Management
Site Remediation Program
235 Promenade Street
Providence, Rhode Island 02908

Via email: reilly.cusick@dem.ri.gov

RE: Dig and Haul Extension Request
Webster Avenue Elementary School
191 Webster Avenue
Providence, Rhode Island
Plat Map 104 / Lot 50
SR-28-2262

Dear Ms. Cusick

On behalf of the Providence Department of Public Property, GM2 Associates, Inc., is providing your office with a request to extend the date to perform the Short-Term Response for the above-referenced case. The City is completing the playground design and will follow that up with the public bid process. The actual construction work will not occur until the summer of 2026.

As required by the Dig and Haul Policy, prior to the response action, public notification, as outlined in Section 1.6 of the Remediation Regulations, will be carried out. The Department of Public Property will notify property abutters in writing and post a legal notice in a local newspaper of largest regional circulation. Draft copies of the notices will be provided to RIDEM, for review and approval.

Please contact me if you have any questions or comments regarding this request.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Keith Sullivan', with a stylized flourish at the end.

Keith Sullivan, LSP
Sr. Environmental Scientist

Email: jsullivan@gm2inc.com
Phone: 401-598-7933

cc: Ben Lobaugh

Keith Sullivan

From: Cusick, Reilly (DEM) <Reilly.Cusick@dem.ri.gov>
Sent: Thursday, October 2, 2025 10:55 AM
To: Keith Sullivan
Cc: Ben Lobaugh (blobaugh@providenceri.gov); Todd Ravenelle; Owens, Kelly (DEM)
Subject: [WARNING-EXT]RE: SR-28-2262 / Webster Avenue Elementary School Playground

Good morning Keith,

Thank you for this update! The extension request is approved and a start date of summer 2026 is acceptable. Please update me if the timeline changes again and just note that the completion report is due within 60 days of finishing the work.

Best,
Reilly



Reilly Cusick (she/her)
Environmental Scientist I

Rhode Island Department of Environmental Management
Office of Land Revitalization & Sustainable Materials
Management
Site Remediation & Brownfields
235 Promenade Street, Providence, RI 02908
[401.537.4343](tel:401.537.4343) / reilly.cusick@dem.ri.gov

From: Keith Sullivan <JSullivan@GM2INC.COM>
Sent: Wednesday, October 1, 2025 10:20 AM
To: Cusick, Reilly (DEM) <Reilly.Cusick@dem.ri.gov>
Cc: Ben Lobaugh (blobaugh@providenceri.gov) <blobaugh@providenceri.gov>; Todd Ravenelle <TRavenelle@GM2INC.COM>
Subject: SR-28-2262 / Webster Avenue Elementary School Playground

Good morning, Reilly.

To this email I have attached a deadline extension request for the Webster Avenue Elementary School Short Term Measure.

The construction project will not happen until next year – the ground surface where the SVOCs are located is paved, so direct contact with the regulated soil is not possible.