



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

INVITATION FOR BIDS

Item Description: Crack Sealing (Citywide) 2026-2027

Procurement/MinuteTraq #: 53529

Date to be opened: Monday June 29, 2026

Issuing Department: Department of Public Works

QUESTIONS

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

Pre-Submission Conference

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions:

Questions regarding this RFP shall be submitted by 12:00 pm on Friday June 12, 2026.

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/29/2026

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

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

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

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

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

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

BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program. (*see pages 10 and 11 of this document*)
- Bidder's Proposal/Package: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.

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

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

NOTICE TO VENDORS

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

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of **5.0** 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 successful bidder in a sum equal to one hundred per centum (100%) of the awarded contract prior to the start of construction.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

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

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the “Item Description” here): **Crack Sealing (Citywide) 2026-2027**

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

Delivery Date (if applicable): Not applicable.

Name of Surety Company (if applicable): _____

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

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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

this _____ day of _____ 20____.

Signature of Representation

Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

understanding that:

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

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

this _____ day of _____ 20_____.

Signature of Representation

Printed Name

BID FORM 4: Affidavit of City Vendor

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

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

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

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

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

Read the following paragraph and answer one of the options:

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

- a. Members of the Providence City Council? Yes No
 - If Yes, please complete the following:
 Recipient(s) of the Contribution: _____
 Contribution Date(s): _____ Contribution Amount(s): _____

- b. Candidates for election or reelection to the Providence City Council? Yes No
 - If Yes, please complete the following:
 Recipient(s) of the Contribution: _____
 Contribution Date(s): _____ Contribution Amount(s): _____

- c. The Mayor of Providence? Yes No
 - If Yes, please complete the following:
 Recipient(s) of the Contribution: _____
 Contribution Date(s): _____ Contribution Amount(s): _____

- d. Candidates for election or reelection to the office of Mayor of Providence? Yes No
 - If Yes, please complete the following:
 Recipient(s) of the Contribution: _____
 Contribution Date(s): _____ Contribution Amount(s): _____

Signed under the pains and penalties of perjury.

Position



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

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	<input type="checkbox"/> Non-Profit	
<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"> 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.**



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

MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal.

State-certified MBE or WBE Prime Bidders, or Nonprofit Organizations 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 Name (as seen on RFP): _____

Bid Opening Date: _____

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. The MBE/WBE directory can be found here: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>

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

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. I certify under penalty of perjury that the forgoing statements are true and correct.

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

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

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed

FOR CONSTRUCTION PROJECTS

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

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

“FIRST SOURCE” REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

BID PACKAGE SPECIFICATIONS

- Contract Documents, Crack Sealing (Citywide) 2026-2027, prepared by the Department of Public Works, Providence, RI, dated May 2026 (attached).

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

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



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

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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

- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
 17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

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CITY OF

CONTRACT DOCUMENTS
Crack Sealing (Citywide) 2026-2027

PROVIDENCE, RHODE ISLAND



PREPARED BY:

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

ENGINEERING DIVISION

May, 2026

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TABLE OF CONTENTS

TABLE OF CONTENTS	I
1. INVITATION FOR BIDS	1
2. INSTRUCTION TO BIDDERS	3
2.1. Use of Separate Bid Forms.....	3
2.2. Interpretations or Addenda.....	3
2.3. Contract Award.....	3
2.4. Bid Guarantee.....	3
2.5. Statement of Bidder's Qualifications.....	4
2.6. Corrections.....	4
2.7. Withdrawal of Bids.....	4
2.8. Award of Contract; Rejection of Bids.....	4
2.9. Execution of Agreement; Performance and Payment Bond.....	4
2.10. Wages and Salaries.....	5
2.11. Equal Employment Opportunity.....	5
2.12. Notice To Proceed, Time Of Completion, and Liquidated Damages.....	5
2.13. Balanced Bidding.....	6
2.14. Unit Prices, Supplemental Unit Prices and Alternates.....	6
2.15. Uncertainty of Quantities.....	6
2.16. Contract.....	7
2.17. Notice of Special Conditions.....	7
2.18. Laws and Regulations.....	7
2.19. Definitions.....	7
2.20. Sequence of Construction.....	8
2.21. Title 37 - Chapter 13 (Labor and Payment of Debts By Contractors – General Laws Of Ri, 1956, As Amended).....	8
2.22. Providence Code of Ordinances – Section 21.28.1. Qualifications of Parties Doing Business With The City.....	8
2.23. Bid Security.....	8
2.24. Required Bid Documents.....	8
2.25. Miscellaneous / Notifications.....	8
2.26. Holding of Bids.....	9
2.27. Award Of Contract / Start Of Construction.....	9
3. REQUIRED BIDDING DOCUMENTS	11
List of Forms:.....	11
4. CONTRACT FORMS	13
List of Forms.....	13
5. GENERAL CONDITIONS	15
5.1. Definitions.....	15
5.2. Superintendence by Contractor.....	16
5.3. Subcontracts.....	16
5.4. Other Contracts.....	16
5.5. Fitting and Coordination Of The Work.....	17
5.6. Mutual Responsibility of Contractors.....	17
5.7. Progress Schedule.....	17
5.8. Compensation and Payments To Contractor.....	17
5.9. Changes in The Work.....	20

5.10. Claims for Extra Cost.....	21
5.11. Termination, Delays, And Liquidated Damages.....	21
5.12. Assignment or Novation.....	22
5.13. Disputes.....	22
5.14. Technical Specifications And Drawings.....	23
5.15. Additional Instructions And Detail Drawings.....	23
5.16. Materials and Workmanship.....	23
5.17. Samples, Certifications and Tests.....	25
5.18. Permits and Licenses.....	26
5.19. Care of Work.....	26
5.20. Accident Prevention and Job Safety.....	27
5.21. Sanitary Facilities.....	27
5.22. Use of Premises.....	27
5.23. Removal of Debris, Cleaning, Etc.....	28
5.24. Inspection.....	31
5.25. Review by Owner.....	32
5.26. Final Inspection.....	32
5.27. Correction of Work.....	32
5.28. Insurance.....	33
5.29. Patents.....	37
5.30. Warranty of Title.....	37
5.31. General Guarantee.....	37
5.32. Representations of Contractor.....	37
5.33. Weather Conditions.....	38
5.34. Quantities of Estimate.....	38
5.35. Notice and Service Thereof.....	38
5.36. Provisions Required by Law Deemed Inserted.....	39
5.37. Releases.....	39
5.38. Contractor's Obligations.....	39
5.39. Engineer's Authority.....	40
5.40. All Work Subject to Control By Engineer.....	40
5.41. Interpretation of Drawings And Technical Specifications.....	41
5.42. Engineer's Control Not Limited.....	41
5.43. Contract and Contract Documents.....	41
5.44. Maintenance of Fire Lanes.....	41
5.45. "Or Approved Equal" Clause.....	41
5.46. Reports, Records and Data.....	42
5.47. Safety and Health Regulations.....	42
5.48. Protection of Lives And Property.....	42
5.49. Contractor to LayOut Their Own Work.....	42
5.50. Subsurface Data.....	42
5.51. Non-Federal Labor Standard Provisions.....	42
6. SPECIAL CONDITIONS.....	45
6.1. Time for Completion.....	45
6.2. Responsibilities of Contractor.....	45
6.3. Communications.....	45
6.4. Work By Others.....	45
6.5. Contract Documents and Drawings.....	45
6.6. Protection of Trees and Physical Features.....	46
6.7. First-Aid to Injured.....	46
6.8. Conformance with Directions.....	46
6.9. Sequence of Work.....	46

6.10. Competent Help to Be Employed	47
6.11. Lights, Barriers, Watchmen and Indemnity	47
6.12. Traffic Control, Police Details, and flaggers	47
6.13. Night Work.....	48
6.14. Bus Line Interference.....	48
6.15. Materials.....	48
6.16. Defective Materials, Inspection and Testing of Materials Furnished, Samples and Ordering Lists.....	49
6.17. Spirituous Liquors	49
6.18. Rights of Access	49
6.19. Loading	49
6.20. Completeness of Work	49
6.21. Care of The Work.....	49
6.22. Indemnity.....	50
6.23. Other Work.....	50
6.24. Changes and Modifications	50
6.25. Protection of Lives And Health	50
6.26. Protection of Construction Features	51
6.27. Pre-Construction Conference	51
6.28. Non-Interference with Adjacent Properties	51
6.29. Other Prohibited Interests.....	51
6.30. Permits.....	51
6.31. Disposal of Surplus Materials	52
6.32. Coordination with RIPTA.....	52
6.33. First Source Ordinance.....	52
6.34. Apprentice Requirements.....	52
6.35. Contractors Working Hours	53
APPENDIX	55
APPENDIX A: BID FORMS	1
APPENDIX B: CONTRACT FORMS.....	1
APPENDIX C: TECHNICAL SPECIFICATIONS	1

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1. INVITATION FOR BIDS

The City of Providence is seeking proposals from qualified vendors to perform citywide pavement crack sealing on asphalt roadways, parking areas, and other paved municipal surfaces. Work shall be performed on various streets to be identified by the Owner and in accordance with approved schedules. The work encompassed in this project shall include, but not be limited to, performing all operations, and furnishing all materials, labor, and equipment necessary for the application of crack sealant.

The city is looking to perform work in the Summer/Fall of 2026 and throughout 2027 with a goal of completing a significant portion of the work in 2026.

After a thorough review and descope (as required) of bids, the Owner anticipates submitting their recommendation for award of contract to the lowest responsible bidder to the Board of Contract and Supply at its regular meeting of Monday, July 27, 2026. The Board of Contract and Supply may take up to sixty (60) days to formally award.

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2. INSTRUCTION TO BIDDERS

2.1. USE OF SEPARATE BID FORMS

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

2.2. INTERPRETATIONS OR ADDENDA

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

2.3. CONTRACT AWARD

The City reserves the right to award the Contract, at its sole discretion, to the lowest qualified and responsible Bidder(s). Notwithstanding the foregoing, the City may, in its sole discretion and if deemed to be in the best interest of the City, elect to award the Contract to an alternate bidder or to multiple bidders. The award of the Contract shall not be construed as a guarantee or entitlement to the full Contract Amount. The actual scope of work performed and the final Contract Amount shall be subject to the availability of funds and the evolving needs and priorities of the City. The successful Bidder(s) shall be obligated to complete the work in strict compliance with the Contract Documents.

2.4. BID GUARANTEE

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

2.5. STATEMENT OF BIDDER'S QUALIFICATIONS

- A. Each Bidder shall furnish a Statement of Bidder's Qualifications detailing their experience in constructing the type of improvements embraced in the work, his/her organization and equipment available for the work contemplated on the form furnished for that purpose, and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.
- B. The Owner will not consider bids from prime bidders who do not prove at least three (3) years experience (within the last 7 years) performing hot-applied crack sealing on public roadways. Public roadways shall be defined as existing, active roadways within an existing city, state or federally owned right-of-way. Instructions on documenting this experience are included in the Statement of Bidder's Qualifications bid form.

2.6. CORRECTIONS

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

2.7. WITHDRAWAL OF BIDS

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

2.8. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The Contract will be awarded to the lowest, responsive, and responsible Bidder submitting the lowest bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received, whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do the work of general construction, any Bidder who does not habitually perform work with their own forces, the major portions of the work involved in the construction of the improvements embraced in this Site Improvements contract.
- C. The Owner will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any regulations issued by the Secretary of Labor; United States Department of Labor; or is not qualified under applicable ordinances of the City of Providence or the Laws of the State of Rhode Island. Attention of all Bidders is called to Title 37, Chapter 13, Sections 1-14, General Laws of Rhode Island, 1956, relative to the payment of wages, obligations and charges by Contractors on public works.

2.9. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

- A. Subsequent to the award within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement on the form included in the Contract Documents in such number of copies as the Owner may require.

2. INSTRUCTIONS TO BIDDERS

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

2.10. WAGES AND SALARIES

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

2.11. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. All pronouns contained herein and in the Contract Documents, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

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

- A. The Bidder must agree to commence work on or before a date to be specified in a written Notice to Proceed by the Owner and to be fully completed by December 1, 2027.

2.13. BALANCED BIDDING

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

2.14. UNIT PRICES, SUPPLEMENTAL UNIT PRICES AND ALTERNATES

- A. Bidders shall state the proposed unit prices for the work by which the Bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the contract specifications and drawings. The price or prices proposed shall be stated both in writing and in figures, and any Bid not so stated may be rejected.
- B. The Unit Price for each of the items in the proposal of each Bidder shall include as part of the Unit Cost the pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the Unit Price Bid represents the Total Bid.
- C. If there is a discrepancy between the price written in words, and written in figures, the price written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the Bid Form.
- D. The Bidder shall provide Bid Unit Costs that reflect the Fair Market Value of the work to be performed to prevent an unbalanced bid. As such the practice of submitting Penny, Dollar or Token Bid values is discouraged and could result in rejection of the bid if found to be unbalanced.

2.15. UNCERTAINTY OF QUANTITIES

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

2.16. CONTRACT

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

2.17. NOTICE OF SPECIAL CONDITIONS

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

- A. Police Details/Flaggers
- B. Traffic Permits

2.18. LAWS AND REGULATIONS

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

2.19. DEFINITIONS

A substantial amount of specification language consists of definitions of terms found in other Contract Documents, including the Drawings. Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

- A. Engineer: The term "Engineer" means any qualified person or persons, employed by the City of Providence for the purpose of directing or having in charge the work of Site Improvements embraced in this Contract, said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- B. Owner: The term "Owner" means the Providence Public Buildings Authority (PPBA), the City of Providence (City), and the Department of Public Works (DPW) which are authorized to undertake this contract.
- C. Regulatory Agencies: Refers, but is not limited, to the following agencies having jurisdiction over all or part of the work:
 - 1. Rhode Island Department of Environmental Management (RIDEM)
 - 2. Rhode Island Department of Transportation (RIDOT)
- D. Standard Specification(s): Wherever a reference is made to any standard specifications, it shall mean the most recent specification, code, standard or tentative specification of the organization referred to, and these standard specifications shall be considered a part of these Contract Documents to the extent indicated.
- E. Work: Refers to all construction activities associated with and as specified in the Contract Documents.

2.20. SEQUENCE OF CONSTRUCTION

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

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

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

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

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

2.23. BID SECURITY

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

2.24. REQUIRED BID DOCUMENTS

Refer to Section 3, Required Bidding Documents.

2.25. MISCELLANEOUS / NOTIFICATIONS

- A. Refer to the Contract Specifications for Additional Requirements.
- B. The Contractor shall be back charged for at actual costs to correct issues resulting from not failure to perform this task and required timely notifications of work. The Contractor will not be eligible for extensions in time for failure to comply.
- C. Contractors and Subcontractors shall provide all the qualified and skilled labor required to meet the quality level expected for this project. If the Owner determines that the Contractor is not providing the labor and skill required he/she will be required to immediately provide new personnel or Subcontractor for said skill acceptable to the Owner to replace unacceptable sections/areas and continue the project.
- D. Work deemed unacceptable during the course of the work will be cause for the Owner to reasonably withhold payments for work completed to-date until acceptability is achieved and required work is properly corrected. The contractor shall not proceed to new work until work done to-date is acceptable.

2.26. HOLDING OF BIDS

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

2.27. AWARD OF CONTRACT / START OF CONSTRUCTION

- A. The CONTRACT for construction is expected to be awarded on Monday, July 27, 2026. The Board of Contract and Supply may take up to 60 days to formally award the Contract.
- B. CONTRACTOR shall commence work within ten (10) calendar days of issuance of NOTICE-TO-PROCEED. The Contractor shall have made application for required bonds no later than the day after Contract Award. The City reserves the right to issue notices to proceed in phases.

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3. REQUIRED BIDDING DOCUMENTS

LIST OF FORMS:

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

1. Bid Form 1: Bidder's Blank *(included in Request for Proposals)*
2. Bid Form 2: Certification of Bidder *(included in Request for Proposals)*
3. Bid Form 3: Certificate Regarding Public Records *(included in Request for Proposals)*
4. Bid Form 4: Affidavit of City Vendor *(included in Request for Proposals)*
5. MBE/WBE Participation Plan *(included in Request for Proposals)*
6. MBE/WBE Waiver Request Form *(included in Request for Proposals)*
7. Bid Bond
8. Statement of Bidders Qualifications
9. Schedule of Unit Prices

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4. CONTRACT FORMS

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

LIST OF FORMS

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

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5. GENERAL CONDITIONS

5.1. DEFINITIONS

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

- A. Addendum: The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.
- B. Contract: The term "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS form a part.
- C. Contract Documents: The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Condition, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- D. Contractor: The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to construct and install the improvements embraced in this Contract.
- E. Design Engineer: The term "Design Engineer" means Bryant Associates, Inc., 640 George Washington Hwy, Suite 100, Lincoln, RI; or Apex Companies, LLC, 10 Orms St, Suite 325, Providence, RI 02904. The Design Engineer does not have unilateral authority and the Owner and the Design Engineer shall work collaboratively on all matters related to this Work.
- F. Drawings: The term "Drawings" means the drawings listed in the Schedule of Drawings.
- G. Engineer: The term "Engineer" means any qualified person or persons, employed by the Local Public Agency for the purpose of directing or having in charge the work of Site Improvements embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- H. Local Government: The term "Local Government" means the City of Providence, Rhode Island, within which the Project Area is situated.
- I. Owner: The term "Owner" means the City of Providence, the City of Providence Department of Public Works (DPW) and the Providence Public Building Authority (PPBA) which are authorized to undertake this Contract.
- J. Project Area: The term "Project Area" means the selected streets within the City of Providence boundaries.
- K. Technical Specifications: The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract. Where definitions provided within specific Technical Specifications conflict with or supplement these general definitions, the definitions within the Technical Specification shall govern for the work described therein.
- L. Wherever in the specifications or upon the contract drawings the words directed, required, permitted, ordered instructed, designated, considered necessary, or words of like import are used, it shall be understood that the direction, requirement, permission, order, instructions,

designation or decision of the Engineer is intended; where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that reference to the drawings accompanying these specifications is made unless otherwise stated; and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable, or satisfactory to the Owner or their representative. As used herein "provided" shall be understood to mean "provided complete in place", that is "furnished and installed complete".

5.2. SUPERINTENDENCE BY CONTRACTOR

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

5.3. SUBCONTRACTS

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

5.4. OTHER CONTRACTS

The Owner may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other Contractor, by scheduling his own work with that to

be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor as scheduled.

5.5. FITTING AND COORDINATION OF THE WORK

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

5.6. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

5.7. PROGRESS SCHEDULE

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

5.8. COMPENSATION AND PAYMENTS TO CONTRACTOR

A. Compensation:

1. Unit prices shall be based on a schedule dividing the project into component parts, together with a quantity and price for each part such that the sum of the product prices and quantities will equal the Base Bid total. A final schedule shall be submitted by the Contractor for the approval of the Owner before the first estimate becomes due. A Schedule of Values shall be provided for the length of the project.
2. The Contractor shall not be paid for materials in storage.
3. The amount of the Contract (accepted bid prices) listed in the Bid is based on the estimated quantities and the unit and/or lump sum bid prices as set forth in the Bid. Actual work may result in greater or lesser quantities estimated. It is understood and agreed that the Contractor will accept as payment the actual measured quantities at the unit and/or lump sum bid prices as set forth in the accepted bid.
4. The estimated quantities given in the Bid (proposal) for the various items of work are given for the purpose of comparing proposals offered for the work under this contract and if it is found in the performance of the contract work that any or all of the said estimated quantities are not even approximately correct, the Contractor shall have no claim for anticipated profits, or for loss of profits or for increase in prices as listed in the accepted Bid because of the difference between the quantities of the various items of work actually

done and the estimated quantities stated in the accepted Bid (proposal) except as provided for in Section 5.10 (Changes in Work) hereof.

5. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to protect, execute, complete and deliver the work within the specified time.
6. Any work necessary to be performed after regular working hours, on Saturdays, Sundays and legal holidays, shall be performed by the Contractor without additional expense to the Owner.
7. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Owner, Providence Traffic Engineering Division, RIDOT (state maintained roads), or as specified in the Contract Documents.

B. Partial Payments:

1. The Contractor shall prepare his requisition for partial payment monthly, at a date to be specified by the Owner, and submit it digitally in a PDF and unlocked Excel document formats, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. If the Contractor is from out of state, the five percent retainage shall be increased to eight percent (8%) (refer to RIGL 44-1-6). The total value of work completed to date shall be based on the actual quantities of work completed and on the unit prices contained in the agreement. For lump sum items the value of the work completed to date will be based on the actual amount of the work done and the schedule required to be submitted by the Contractor in Section 108. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Owner or their representative..
2. THE OWNER, PRIOR TO MAKING EACH PAYMENT TO THE CONTRACTOR, shall require the Contractor to furnish releases or receipts from any or all persons / firms performing work and supplying material or services to the Contractor, or any Subcontractor, if this is deemed necessary to protect its interest. Additionally, the Contractor may be required to submit certified payrolls for any and all employees, including Subcontractors.
3. Payment Processing Requirements

The following items shall be included with each payment application/request:

- (a) Certified Payrolls
- (b) MBE/WBE Utilization Form
- (c) Lien Release
- (d) Summary of items for period and completed to date (with Progress Report)

C. Final Payment:

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract, other than such claims, if any as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.
2. The Contractor shall retain consent of surety. This shall be submitted at the time of the final Payment requisition.
3. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.
4. Final payment by the OWNER shall in no way relieve the Contractor for liability for its obligations to repair or replace faulty or defective Contract Work discovered after final payment. All such defenses Contractor may have to such claims are preserved.

D. Withholding Payments:

1. The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract. Specifically, the Owner may withhold payment for the following reasons:
 - (a) Failure to comply with Certified Payroll and Wage Rate requirements.
 - (b) Failure to comply with MBE/WBE Program requirements.
 - (c) Failure to provide a Lien Release as required.
 - (d) Failure to provide supporting information for invoices.
 - (e) Incomplete or deficient work.
 - (f) Unresolved Punch List items.

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

1. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors.

Materials and associated bid items found to be deficient by the City's third-party testing agency will not be paid until defective materials have been replaced.

F. Payments Subject to Reporting Requirements:

1. Each payment to the Contractor by the Owner shall be made after satisfactory reporting is submitted for First Source, Apprenticeship Utilization, MBE/WBE utilization and any other reporting as stated at the pre-construction meeting. Payment to the Contractor by the Owner is also contingent upon receipt of updated and accurate project construction schedules.

G. Payments Subject to Certified Payroll Requirements:

1. Complete and executed certified payroll statements are required to be submitted with all invoice requests. Failure to do so will result in non-payment until certified payrolls are received.

H. Payments Subject to Progress Schedule

1. Each payment to the Contractor by the Owner shall be made subject to submission of a current, accurate and reasonable progress schedule. Failure to do so will result in non-payment until a progress schedule is received and accepted.

5.9. CHANGES IN THE WORK

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

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

5.10. CLAIMS FOR EXTRA COST

- A. If the Contractor has any claims for additional cost or extension of time, they shall, within three days after the occurrence of the claim, and in any event before proceeding to execute the work, submit their claim in writing to the Owner, stating clearly in detail the basis of the claim. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- D. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 hereof.

5.11. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

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

- B. Excusable Delays: An excusable delay is defined as a delay to the Contract or Milestone/phase completion date which was unforeseeable and beyond the Contractor's control and not caused by the Contractor's fault or negligence and for which a Contract or Milestone time extension may be granted by the Owner. Excusable delays include the following:
1. Acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 2. Acts of the Owner;
 3. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, pandemics, quarantine, restriction, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 4. Any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "C". Provided, however, that the Contractor promptly notify the Owner within three (3) days in writing of the cause of the delay. Upon receipt of such notification the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

5.12. ASSIGNMENT OR NOVATION

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

5.13. DISPUTES

- A. Disputes to be resolved in accordance with the Rhode Island General Law Title 37, Chapter 37-16 et seq.
- B. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the

date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition.

5.14. TECHNICAL SPECIFICATIONS AND DRAWINGS

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

5.15. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

5.16. MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the opinion of the Engineer. It shall not be purchased or installed without his written approval. In all cases, new material shall be used in the project. If two or more brands, makes or material, devices or equipment are shown or specified, each should be regarded as the approved equal of the

other. Any other brand, make of material, device or equipment, which in the opinion of the Engineer or his authorized agent, is the recognized approved equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted.

- B. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Machinery, mechanical and other equipment, materials or articles installed or used shall be used in accordance with the manufacturer's recommendations.
- E. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- F. Transportation of Materials:
 - 1. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site and also when two or more trades, Contractors, or suppliers are involved.
 - 2. Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier.
 - 3. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 4. Receive and handle all materials and equipment, at the project site, by conveyances or methods as recommended by the respective manufacturer or supplier to prevent damage to products.
 - 5. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are properly protected and undamaged.
 - 6. Remove from the site any material or item of equipment damaged during the transportation or handling process, and immediately replace at no additional cost to the OWNER.
- G. Storage of materials and equipment:
 - 1. Store calibrated products in such a manner as to not alter the calibrated settings
 - 2. Store products in accordance with the manufacturer's instructions, with seals and labels intact and legible.

3. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 4. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 5. Replace any material or item of equipment damaged, due to inadequate storage protection, and immediately replace it at no additional cost to the Owner.
- H. The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.
- I. The Contractor will cooperate with the Owner and provide the Owner's agents with the facilities necessary to sample and inspect during each phase of construction at no cost to the Owner. The Contractor shall be responsible for all costs associated with retesting areas that have previously failed due to fabrication or application of products.

5.17. SAMPLES, CERTIFICATIONS AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents, or required by the Owner or their representative, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner or their representative. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.
- B. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner or their representative in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- C. Approval of any materials shall be general only, and shall not constitute a waiver of the Owner's right to demand full compliance with the Contract Documents after actual deliveries, the Engineer will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
5. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer or testing agency, however, the Contractor shall cooperate with and assist the Owner or their representative or testing agency in the taking of samples on the project where the taking of samples is deemed necessary by the Engineer.

6. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient. All other expenses for testing of materials will be paid for by the Owner.
- E. Testing and inspection of the various materials, equipment, or articles, etc., heretofore mentioned shall be performed by testing agency or agencies approved by the Owner.
- F. Payments to the testing agency or agencies shall be paid for by the Owner.

5.18. PERMITS AND LICENSES

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, standard requirements, and codes of the Local Government. All construction work and/or utility installation shall comply with all applicable ordinances, standard requirements, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances, standard requirements and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances, standard requirements, or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances, standard requirements, or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated prices. Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance, standard requirement, or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.
- B. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

5.19. CARE OF WORK

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. The Contractor shall provide at his own expense sufficient competent watchmen or other security/monitoring devices approved by the Owner, both day and night, including Saturday, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the GENERAL CONDITIONS, PART 1, Section 5.10 (Changers in the Work).

- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

5.20. ACCIDENT PREVENTION AND JOB SAFETY

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

5.21. SANITARY FACILITIES

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

5.22. USE OF PREMISES

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits,

5. GENERAL CONDITIONS

or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

- B. The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.
- C. The Contractor is not permitted to store equipment or stockpiles in the public right-of-way.

5.23. REMOVAL OF DEBRIS, CLEANING, ETC.

- A. The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work and put the whole site to the work and public rights-of-way in a neat and clean condition. No trash burning will be permitted on the site of the work. The Contractor shall obey all Owner and existing State and local regulations.
- B. Noise Control:
 - 1. The Contractor shall employ all reasonable measures to avoid unnecessary noise and ensure that noise is appropriate for normal ambient sound levels in the work area during working hours. Where required by agencies having jurisdiction, certain noise - producing work may have to be performed during specified periods only. Noise control measures during normal work hours shall include but not be limited to:
 - (a) Operate machinery in a manner to cause least noise consistent with efficient performance of work.
 - (b) Equip all construction machinery and vehicles with sound-muffling devices.
 - (c) During construction adjacent to occupied buildings, erect screens or barriers to reduce noise in building to limits in accordance with applicable codes. Conduct operations in such a manner as to avoid unnecessary noise which might interfere with activities of building occupants.
 - 2. When the Contractor's work extends beyond normal working hours the Contractor shall incorporate to the complete satisfaction of the Owner and Engineer, adequate noise prevention measures to insure minimum noise impact on the surrounding areas. Noise prevention measures shall include, but not be limited to:
 - (a) Insulated enclosures.
 - (b) Hospital grade silencers or mufflers.
 - (c) Equipment modification.
 - (d) Special equipment, as necessary to meet City noise guidelines.
 - (e) Any other noise prevention measures.
 - 3. Should at any time the Owner and/or their representative determine that noise prevention measures are inadequate, the Contractor shall suspend all such work in question until acceptable measures are incorporated. Suspension of work due to inadequate noise prevention shall not be a cause for additional cost to the Owner.

4. Prior to the start of any work outside normal work hours, the Contractor shall submit a Noise Control plan to the Owner and Engineer for review. Noise Control plans shall be submitted for:
 - (a) Night work.
 - (b) All Pumping operations and work which extend beyond normal work day.
 - (c) Any other work as determined by the Engineer which warrants special noise prevention measures.
 5. All costs associated with noise control measures shall be considered part of the bid price for the appropriate work being completed
- C. Surface Water Control:
1. Provide for drainage of storm water and such water as may be applied or discharged on site in performance of work.
 2. Ensure that drainage facilities are adequate to prevent damage to work, site, and adjacent property.
 - (a) Clean, enlarge, or supplement existing drainage channels to carry all increased runoff attributable to operation.
 - (b) Construct dikes to:
 - (i) Divert increased runoff from entering water bodies or existing drainage systems.
 - (ii) Protect the work.
 3. Direct water to drainage channels or conduits downstream of the dam
- D. Pollution Control:
1. Prevent pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities.
 - (a) In order to protect water bodies and existing drainage systems from hazardous waste releases by the construction equipment involved in this project, fueling shall take place within staged fueling areas in the presence of a spill kit, equipment must be in good condition and inspected for leaks; spill control and cleanup equipment shall be stored on site; and the Contractor shall be responsible for all cleanup and remediation of hazardous materials releases.
 - (b) Do not allow sanitary wastes to enter any drain or watercourse other than sanitary sewers.
 - (c) Do not allow sediment, debris, or other substances to enter sanitary sewers and take measures to prevent such materials from entering any drain or watercourse.
 - (d) All concrete repair work requiring cleaning and removal of debris is to be contained so as not to contaminate the surrounding environment.
- E. Spill Prevention Cleanup:

1. In the event of a spill of hydraulic oil, fuel, slurry, or other construction chemical into water bodies existing drainage systems, all work shall immediately be brought to a safe stoppage, and all efforts shall be diverted to preventing further release of the substance into the impoundment.
2. The Contractor will be responsible for all time, materials, and costs associated with clean-up, environmental testing, and remedial action required from a release or spill of chemical into the impoundment at no additional cost to the Owner.
3. RIDEM Office of Emergency Response and Owner must be notified immediately in the event of a spill. The contact of the RIDEM Office of Emergency Response is provided below:
 - (a) James Ball – Emergency Response Coordinator. 235 Promenade Street, Providence RI 02908. Phone: (401) 537-4533

F. Debris and Cleanup:

1. Keep all premises free at all times from accumulation of waste materials and rubbish.
 - (a) Immediately after unpacking, remove and dispose of all packing materials, case lumber, excelsior, wrapping, or other rubbish from site.
2. Provide trash receptacles about site, and empty containers daily.
3. Neatly stack construction materials, such as concrete forms and scaffolding, when not in use.
4. Promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solution from surfaces to prevent marring or other damage to satisfaction of Engineer and/or Owner.
5. Ensure that wastes are not buried or burned on site or disposed into storm drains, sanitary sewers, streams, or waterways.
 - (a) Remove all wastes from site and dispose in a manner complying with local ordinances and antipollution laws.
 - (b) Store volatile wastes in covered metal containers and remove daily.
6. Cleanup as determined by Owner will be a condition for recommendation of progress payment application.
 - (a) Contractor shall have full responsibility for cleaning up during and immediately upon completion of work. Remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in execution of work, leaving site clean, free of debris and in condition acceptable to Owner.
 - (b) Equipment or material shall not be left within any work area after acceptance of Contract without written permission of Owner. Do not abandon any material at or near site regardless of its value.

G. Public Safety:

1. At all times until final acceptance of Work by Owner, the Contractor shall protect Work and shall take all precautions of preventing injuries to persons or damage to property on or about site.
2. Contractor shall comply with all applicable laws, ordinances, rules, and regulations regarding safety of persons or property or with regard to protecting them from damage, injury, or loss and shall not load or permit any part of work to be placed so as to endanger safety of work.
3. If Contractor constructs temporary bridges or provides temporary crossing of streams, Contractor's responsibility for accidents shall include roadway and sidewalk approaches as well as structure of such crossings.
4. Conduct work such that abutters shall have reasonable access to their property. Contractor shall be responsible for providing such reasonable safe means of access to public way as Owner deems essential. When it is necessary to leave materials and equipment upon highway or city or town way, place them so as to cause least possible obstruction to drainage, pedestrian, and other travel.

H. Temporary Controls:

1. Completely remove temporary materials and equipment when their use is no longer required.
2. Upon completion of work of all trades and before final acceptance of entire project, each trade shall remove, at it's own expense, all wiring, appurtenances and accessories used in performance of its respective work
3. Temporary sheds, utilities, barricades, signs, and other appurtenances related to prosecution of the work and not incorporated in the permanent construction shall be completely removed from the site prior to acceptance of work by Owner

5.24. INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 519 hereof.) All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- C. The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an

examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15% of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- D. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- E. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

5.25. REVIEW BY OWNER

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

5.26. FINAL INSPECTION

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

5.27. CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor, at their own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner or their representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable. The Contractor shall be responsible for all costs associated with correction of

work, including but not limited to police details, construction management/inspection, Traffic Engineering fees and materials testing.

5.28. INSURANCE

Contract Party shall procure Required Insurance as defined herein:

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

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

F. Required Insurance:

1. Commercial General Liability Insurance:

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

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

and non- contributory basis and a waiver of subrogation in favor of State and Owner. All endorsements shall be subject to review and approval by the authorized State personnel.

- (g) Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

2. Automobile Liability Insurance:

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

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

3. Workers' Compensation and Employers' Liability:

- (a) Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
- (b) Policy form based on NCCI or its equivalent.
- (c) Employers' Liability with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit and \$500,000 each employee or minimum amount necessary for umbrella/excess liability policy of Contract Party.
- (d) A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State or the Owner.
- (e) Policy to include waiver of subrogation in favor of State and Owner.
- (f) The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State and Owner. All endorsements shall be subject to review and approval by the State authorized personnel.

4. Umbrella Liability Insurance

- (a) \$5,000,000 per occurrence and \$5,000,000 in aggregate.
- 5. Pollution Liability Insurance
 - (a) \$2,000,000 policy limit
- G. All Required Insurance shall be placed with insurers:
 - 1. Authorized to do business in Rhode Island.
 - 2. Rated "A-," class X or better by A.M. Best Company, Inc.
 - 3. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
- H. The legal defense provided to the State and the Owner under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State and the Owner is necessary.
- I. As evidence of the insurance required by this Contract, the Contract Party shall furnish to Owner Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
 - 1. In form acceptable to the Owner prior to project award. Failure to comply with this provision may result in rejection of the bid offer.
 - 2. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to the Owner. Contract Party shall also immediately notify the Owner if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
 - 3. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
 - 4. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
 - 5. Owner retains the right to demand a certified copy of any Required Insurance policy, Certificate of Insurance or endorsement.
 - 6. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the Owner as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of Owner. All endorsements shall be subject to review and approval by the Owner.
- J. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by Owner that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Owner.
- K. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the Owner.

- L. Owner shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
- M. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Owner.
- N. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
- O. Failure to comply with these Insurance Requirements is a material breach entitling the Owner to terminate or suspend the Contract immediately.
- P. These Insurance Requirements shall survive expiration or termination of the Contract.

5.29. PATENTS

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

5.30. WARRANTY OF TITLE

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

5.31. GENERAL GUARANTEE

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

5.32. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

5. GENERAL CONDITIONS

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

5.33. WEATHER CONDITIONS

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

5.34. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the Contract Documents including the Bid (proposal), they are given for use in comparing bids and the right is especially reserved by the Owner to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner, and such increase or diminution shall in no way vitiate claims or liability for damages except as provided for in Section 109 hereof.

5.35. NOTICE AND SERVICE THEREOF

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

5.36. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

5.37. RELEASES

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

5.38. CONTRACTOR'S OBLIGATIONS

- A. The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Technical Specifications and in accordance with the Plans and Drawings covered by this contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Owner or their representative as given from time to time during the progress of the work as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner or their representative .
- B. The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property or the work during its progress, from whatever cause, shall be the responsibility of and shall be borne and sustained by the Contractor. The Contractor shall hold the Engineer, the Owner or their agents harmless and defend and indemnify the Engineer and the Owner or their agents against damages or claims for damages due to injuries to persons or to property arising out of the execution of the work and for damages to materials furnished for the work, infringement of inventions, patents and patent rights used in doing the work, or damages arising out of the use of any improper materials, equipment, or labor used in the work, and for any act, omission or neglect of the Contractor, his agents, employees and his Subcontractors therein. He shall bear all losses resulting to him including but not limited to losses sustained on account of character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work done being different from what was estimated or indicated, or on account of the weather, elements or other causes.

5.39. ENGINEER'S AUTHORITY

- A. The Engineer shall give all orders and directions contemplated under this Contract and Technical Specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Technical Specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the Technical Specifications and of any Plans or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.
- B. The Engineer does not have unilateral authority and shall work collaboratively with the Owner.
- C. The Contractor is responsible for field verifying all quantities and quality presented by the Engineer in the Contract Documents
- D. The Engineer is not responsible for nor should direct the Contractor means and methods to execute the work presented in the Contract Documents.

5.40. ALL WORK SUBJECT TO CONTROL BY ENGINEER

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

5.41. INTERPRETATION OF DRAWINGS AND TECHNICAL SPECIFICATIONS

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

5.42. ENGINEER'S CONTROL NOT LIMITED

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

5.43. CONTRACT AND CONTRACT DOCUMENTS

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

5.44. MAINTENANCE OF FIRE LANES

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

5.45. "OR APPROVED EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Engineer's and City's opinion. It shall not be purchased or installed without the Owner's written approval. In all cases new material shall be used on the project.

5. GENERAL CONDITIONS

5.46. REPORTS, RECORDS AND DATA

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

5.47. SAFETY AND HEALTH REGULATIONS

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

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

5.48. PROTECTION OF LIVES AND PROPERTY

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

5.49. CONTRACTOR TO LAYOUT THEIR OWN WORK

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

5.50. SUBSURFACE DATA

- A. Not used.

5.51. NON-FEDERAL LABOR STANDARD PROVISIONS

The following Non-Federal Labor Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any Subcontractor from the

pertinent requirements of any corresponding Federal Labor-Standards Provisions of this contract. In case the set forth in the Federal Labor Standards Provisions of this Contract for corresponding classifications, be the applicable minimum rates of pay for such classifications. The limitations, if any, in these employees engage on the work covered by this Contract may be required of permitted to work thereon shall not be exceeded.

A. Other Stipulations

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

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

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

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

D. Schedule of Salaries and Wages

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

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6. SPECIAL CONDITIONS

6.1. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed, including all punch list items by December 1, 2027. Time is of the essence and the construction needs to occur in a continuous manner without gaps in the work, unless an excusable delay occurs, as defined in GENERAL CONDITIONS.

6.2. RESPONSIBILITIES OF CONTRACTOR

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

6.3. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Department of Public Works, 75 Chapman Street, Providence, Rhode Island 02905, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6.4. WORK BY OTHERS

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

6.5. CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor with a digital file(s) of the Contract Documents, Plans and Addenda without charge. Paper copies/reprographics shall be the responsibility of the Contractor.

6.6. PROTECTION OF TREES AND PHYSICAL FEATURES

A. General Protection

The Contractor shall take special care to preserve and protect all trees, plant material, fences, pathways, bushes, shrubbery, and other physical features along the work location. No such items shall be removed, cut down, or trimmed without prior permission from the Owner or the Owner's representative.

B. Specific Tree Protection

Trees near the work that are not marked for removal shall be boxed or otherwise protected from injury. The Contractor shall trim any branches likely to be damaged by their operations. Under no circumstances shall the Contractor cut or remove any tree without prior notification and approval from the Owner. All injuries to the bark, trunk, limbs, and roots of trees shall be repaired using approved methods, tools, and materials, including dressing, cutting, and painting, subject to the Owner's approval.

C. Restoration and Compliance

The Contractor shall protect, and, if damaged, restore all physical features in a thoroughly workmanlike manner. The Contractor shall regrade and reseed, as necessary, any grass areas damaged beyond the limits of construction, subject to the Owner's approval. Failure to comply with these protection requirements may result in a fine by the City Forester.

6.7. FIRST-AID TO INJURED

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

6.8. CONFORMANCE WITH DIRECTIONS

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

6.9. SEQUENCE OF WORK

- A.** The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the Owner or their representative. This schedule shall state the methods and shall forecast the times for doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner or their representative advance notice and ample time for making the necessary preparations.
- B.** Sequence and scheduling of the Work shall be submitted to the City by the Contractor. The City reserves the right to indicate the sequence of work prior to construction.

6.10. COMPETENT HELP TO BE EMPLOYED

- A. The Contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in, which they are to be engaged, and whenever the Owner or their representative shall notify the Contractor in writing that any person employed on the project is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of this contract, such person shall be discharged from the project and shall not be again employed on it.

6.11. LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY

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

6.12. TRAFFIC CONTROL, POLICE DETAILS, AND FLAGGERS

- A. Approval of any street closure, lane closure, sidewalk closure or detour must be coordinated with City of Providence Traffic Engineer before it is put into operation. All proper Traffic Engineering permits must be approved prior to work starting.
- B. The Contractor shall make himself aware of all City regulations governing construction and their effect on vehicular and pedestrian traffic.
- C. Whenever necessary, or whenever directed by the Engineer, the Contractor shall employ traffic control devices to insure a safe, orderly routing of traffic around or across the work. No separate payment shall be made for this work, but compensation, therefore, shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.
- D. Where deemed necessary by the Engineer, supplementary traffic control shall be provided by off-duty, City of Providence Police Officers.
- E. When Police Details are required, it will be the responsibility of the Contractor to retain and coordinate the services of local police for traffic control necessary to complete the work. Police Details will be paid for by the City directly.
 - 1. Police Details shall be required when:
 - (a) The construction activity results in limiting the roadway to one travel lane,
 - (b) Detours are required on bus routes, primary emergency routes and arterial roadways,
 - (c) Sidewalks are closed or obstructed in a school zone, when school is in session,
 - (d) Any time a motorist must violate basic traffic regulations (e.g., travel the wrong way on a one-way street),
 - (e) When, in the opinion of a ranking police officer, the public safety would be significantly compromised without the presence of a detail officer.
 - 2. Police Details shall **not** be required and will **not** be paid for by the City when:

- (a) Local roads are closed.
 - (b) The construction activity results in a minor encroachment in the roadway and traffic is unrestricted. Under this condition, the Contractor shall provide a flagger(s) and the **flagger costs shall be incidental to the work.**
3. **Flaggers in lieu of Police Details:** If police details are required and cannot be provided by the City, the contractor shall provide flaggers in lieu of Police Details. If flaggers are used in lieu of Police Details, the cost of flaggers shall be paid for at the Contract Unit Price. The cost of flaggers in all other instances shall be considered incidental to the work and shall not be paid for separately.
- F. The Contractor shall be solely responsible for the safe passage of traffic and shall indemnify and protect the Owner and the Engineer in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor of their Subcontractors, or their servants or agents.

6.13. NIGHT WORK

- A. Night work, or work on Saturdays, Sundays and legal holidays may be required in order to perform certain construction operations without causing excessive interference with or disruption of traffic flow, water service, etc.
- B. Night work or work on Saturdays, Sundays and legal holidays shall be done only with the approval of the Providence Traffic Engineering Department (City maintained roads) or RIDOT (state maintained roads).
- C. No work shall be scheduled by the Contractor on nights, Saturdays, Sundays or legal holidays unless directed or approved in writing by the Owner. The Contractor will receive no extra payment for work at these times and compensation shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Proposal.
- D. All necessary lighting, safety precautions, and other requirements for night, Saturday, Sunday and holiday work shall be provided at no extra cost to the Owner.

6.14. BUS LINE INTERFERENCE

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

6.15. MATERIALS

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

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

- A. No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of the work or upon installation shall be replaced by the Contractor at his expense. Notice shall be given to the Owner or their representative of any defective or imperfect material. Defective or unfit material found to have been laid shall be removed and replaced by the Contractor with sound and unobjectionable material without additional expense to the Owner.
- B. The Contractor shall be responsible to compensate the City's Project Management team and police details and materials testing for errors, defective work or damage caused by the Contractor. This will be done by direct invoice to the Contractor or monies deducted through invoices.
- C. All materials furnished by the Contractor are subject to thorough inspections and tests by the Owner or their representative.
- D. All ordering lists shall be submitted by the Contractor to the Owner or their representative for approval and shall be approved before the ordering of the materials.

6.17. SPIRITUOUS LIQUORS

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

6.18. RIGHTS OF ACCESS

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

6.19. LOADING

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

6.20. COMPLETENESS OF WORK

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

6.21. CARE OF THE WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for

the proper care and protection of all material delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Owner.

6.22. INDEMNITY

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

6.23. OTHER WORK

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

6.24. CHANGES AND MODIFICATIONS

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

6.25. PROTECTION OF LIVES AND HEALTH

- A. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the U.S. Department of Labor, "Williams-Steiger Occupational Safety and Health Act of 1970", and shall maintain an accurate record of all

cases of death, occupational disease, and injury requiring medical attention or Causing loss of time from work, arising out of and in the course of employment on work under the contract.

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

6.26. PROTECTION OF CONSTRUCTION FEATURES

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

6.27. PRE-CONSTRUCTION CONFERENCE

- A. Within ten (10) days after award of Contract, a preconstruction conference shall be held between the Owner, the Contractor, the Engineer and other City of Providence agencies having jurisdiction over the project area.
- B. No work of any nature shall be performed by the Contractor until the pre-construction conference has been held, and all required permits have been obtained.

6.28. NON-INTERFERENCE WITH ADJACENT PROPERTIES

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

6.29. OTHER PROHIBITED INTERESTS

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

6.30. PERMITS

- A. Contractor shall obtain the following permits to complete work.
 - 1. Traffic Engineering, Department of Public Works
 - (a) Traffic Permit: Required for Posting Emergency No Parking Signs at work zones prior to the beginning of the workday, detour permits and lane/sidewalk closing

permits. Traffic Engineering permits are required when work zones occupy public sidewalk or road or a detour is required.

(b) The Contractor is responsible for the scheduling of the permit applications as described on the Traffic Engineering website (<http://www.providenceri.gov/public-works/traffic-engineering>). Permit applications shall be sent to Providence Traffic Engineering at least two business days in advance of the requested start date on the permit. The Contractor shall obtain approval from the DPW or their agent as to the number and time frame of Posting Emergency No Parking Signs prior to scheduling. Failure to obtain traffic engineering permits may result in shutting down the job site and other fines. There will be no compensation paid to the Contractor for job shut down relating to the failure to obtain permits and other fines.

(c) The Traffic Engineering permit fees shall be waived for this project.

6.31. DISPOSAL OF SURPLUS MATERIALS

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

6.32. COORDINATION WITH RIPTA

The Contractor shall coordinate with the Rhode Island Public Transportation Authority (RIPTA) to ensure that RIPTA remains operational at all times.

6.33. FIRST SOURCE ORDINANCE

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

6.34. APPRENTICE REQUIREMENTS

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

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

6.35. CONTRACTORS WORKING HOURS

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

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APPENDIX

APPENDIX A: BID FORMS

APPENDIX B: CONSTRUCTION AGREEMENT

APPENDIX C: TECHNICAL SPECIFICATIONS

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APPENDIX A:

BID FORMS

- A. Bid Form 1: Bidder's Blank (included in Request for Proposals)
- B. Bid Form 2: Certification of Bidder (included in Request for Proposals)
- C. Bid Form 3: Certificate Regarding Public Records (included in Request for Proposals)
- D. Bid Form 4: Affidavit of City Vendor (included in Request for Proposals)
- E. MBE/WBE Participation Plan (included in Request for Proposals)
- F. MBE/WBE Waiver Request Form (included in Request for Proposals)
- G. Bid Bond
- H. Statement of Bidders Qualifications
- I. Schedule of Unit Prices

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BID BOND

PROVIDENCE, RHODE ISLAND

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

the **City of Providence** thereafter called the "Local Public Agency", in the penal sum of
_____ Dollars,

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

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

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

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

In presence of: _____ (Seal)
(Individual Principal) _____
_____ (Business Address including Zip)

(Title) _____ (Seal)
_____ (Partnership)

_____ (Business Address including Zip)

By: _____

Attest:

_____ (Corporate Principal)
_____ (Business Address including Zip)

By: _____
(Affix Corporate Seal)

Attest:

_____ (Corporate Surety)

By: _____
(Affix Corporate Seal)

Countersigned:
by _____

*Attorney-in-Fact, State of _____

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

STATEMENT OF BIDDER'S QUALIFICATIONS

PROVIDENCE, RHODE ISLAND

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

1. Name of Bidder _____ (Proper Name First)
2. Contact Person / Title _____
3. Permanent Main Office Address _____

4. Telephone _____
5. When Organized _____
6. If a Corporation, When Incorporated _____
7. How many years have you been engaged in the contracting business under your present firm or trade name?

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

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

14. The Bidder hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this:

STATEMENT OF BIDDER'S QUALIFICATIONS, dated _____

this _____ day of _____, 20____

Name of Bidder _____

By/Title _____

State of _____

County of _____

Subscribed and sworn before me

____ day of _____, 20____

Signed _____

Title _____

My Commission expires _____

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Item No.	Description	Qty	Units	Unit Cost		Total Amount
				Written Amount (Dollars & Cents)	Figures	
408.9901	Crack Sealing (PCRM with Fibers)	66,500	GAL		\$	\$
914.9910	Flagpersons	TBD	HR		\$	\$ See Note 1
914.9920	Flagpersons - Overtime	TBD	HR		\$	\$ See Note 1
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
BID TOTAL						\$

Notes

1 If flagpersons are required because police details are not available, the crack sealing quantity shall be reduced so that the bid total is not exceeded. For the purposes of the bid total on this form, the total amount for flagpersons shall be zero.

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APPENDIX B:

CONTRACT FORMS

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

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CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF PROVIDENCE, RI

AND

[CONTRACTOR NAME]

CRACK SEALING (CITYWIDE) 2026-2027

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

Project Description: The Contractor shall provide crack sealing on asphalt roadways, parking areas, and other paved municipal surfaces. Work shall be performed on various streets to be identified by the Owner. The work shall include, but not be limited to, performing all operations, and furnishing all materials, labor, and equipment necessary for application of crack sealant.

Project Location: Citywide within the public ROW and city owned streets.

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

1. CONTRACT DOCUMENTS

- 1.1. This Agreement, the scope of work, invitation for bids, requests for proposals, and any other documents referenced in or attached to this agreement are collectively referred to as the “contract documents,” and include all documents noted in the attached Exhibit List including, but not limited to the following:
 - A. Request for Proposals, Crack Sealing (Citywide) 2026-2027, opening date June 29, 2026, issued by the Department of Public Works;
 - B. Contract Documents prepared by Department of Public Works (DPW) and issued by Owner as part of the Request for Proposals – Crack Sealing (Citywide) 2026-2027 awarded on **[DATE]**;
 - C. Bid submitted by Contractor dated **[DATE]**;
- 1.2. Each of the Contract Documents forms part of and is fully incorporated in this Agreement.
- 1.3. To the extent any of the Contract Documents that form part of and are incorporated in this Agreement differ or contradict the terms of this Agreement, the terms of this Agreement shall control.

2. SCOPE OF WORK AND AGREEMENT PRICE

- 2.1. Contractor, having examined the Contract Documents and Project Site, agrees to be bound by the Contract Documents.
- 2.2. Contractor agrees to furnish all required Project Management, labor, materials, equipment, competent supervision, tools, safety measures, transportation costs, proof of insurance, performance bond and payment bond (as directed by Owner) and any and all other

appurtenant items necessary for complete performance of the Contract Work in a good and workmanlike manner.

- 2.3. The Contract Work shall conform to all applicable laws, regulations and/or ordinances of any and all governmental agencies including Quasi and having jurisdiction over the Contract Work. All required standards required by the Utility Providers shall be strictly complied with unless otherwise confirmed in writing by the Owner.
- 2.4. Contractor agrees to perform the necessary construction, project installation and oversight work set forth in the Scope of Work.
- 2.5. Contractor agrees to perform the Contract Work strictly in accordance with the Contract Documents, subject to the final approval of Owner for the Agreement Price of [written price (\$x,xxx.xx)], as stated in the bid submitted by the Contractor on [month, day, year]. Owner and Contractor may amend the Agreement Price only by a written Change Order executed by both Parties. Contractor shall not charge overtime or travel time to Owner unless Owner first approves such charges in writing.
- 2.6. Contractor is responsible for the cleanup and removal of all debris associated with the Contract Work to assure the safety and protection of all persons and property associated with the Project.
- 2.7. If the progress schedule cannot be met due to business interruption and circumstances beyond the control of Contractor, the Owner and Contractor shall discuss and document the cause of such delay and present to the Owner to review and discuss reasonable means to complete the work to avoid further delay. No overtime work will be conducted without an agreed upon Change Order.
- 2.8. From Time to Time the Contractor may be given advanced notice of special events taking place within the Project Limit Lines that will require special attention to work around and/or otherwise provide detailed cleanup, minimize road openings and sidewalk closures as well other applicable tasks that may be required. These events will be required to be captured in the Project Schedule and worked around as necessary to accommodate the events and assure that efforts are made to accommodate the events.
- 2.9. Contractor is employed as an independent contractor to perform the Contract Work and is responsible to provide all tools, equipment and incidentals required to complete the Work.
- 2.10. Contractor has examined the Project Site and has acquainted themselves with local conditions, including readable availability of a project management Team, labor, sub-contractors, equipment and materials.
- 2.11. Based on the Contractors examination of the Project Site, the Contractor accepts all open and obvious conditions at the Project Site visible upon reasonable inspection as of the date of this Agreement. No allowances will be made after the date of this Agreement for any oversight, error or omission by Contractor in assessing the Project Site with respect to the Scope of Work to be performed and the Agreement Price for conditions falling within these parameters.

3. PERFORMANCE AND WARRANTY

- 3.1. Time is of the essence.
- 3.2. Contractor shall cooperate with Owner in scheduling and performing the Contract Work to avoid conflict, delay in or interference with any separate work of the Owner or other engineers

- or contractors. Performance requirements may be included in task order, to be agreed to by the City and Contractor.
- 3.3. At Owner's request, Contractor shall promptly provide Owner with proof of the ordering of all materials, equipment and supplies required for complete performance of the Contract Work.
 - 3.4. Within Ten (10) Calendar Days, the Contractor shall promptly provide Owner with a schedule of work to be performed which shall be considered a living schedule and update a minimum of every two (2) weeks. Failure to submit and update may result in rescinding work and/or withholding of payment.
 - 3.5. Contractor shall use only new material for the Contract Work unless otherwise specified in the Contract Documents or approved by the Owner. Contractor shall remove and replace promptly, at Contractor's own expense, all defective or nonconforming work or materials. Contractor shall promptly report to Owner, in writing, any errors, inconsistencies or omissions relating to the Contract Work and any errors, inconsistencies or omissions in the Drawings and Specifications.
 - 3.6. Contractor shall complete each aspect of the Contract Work in strict accordance with the standards set forth in this Agreement and the other Contract Documents. Notice to proceed will be issued upon the Contractor's furnishing of insurance, bond, and execution of this Agreement. Contractor shall begin the work no earlier than August 1, 2026, no later than August 31, 2026, and must complete work by December 31, 2027 unless otherwise stipulated in the Contract Documents. The Completion Date may be changed only by a written Change Order signed by the Contractor and Owner. Contractor's failure to perform and timely complete each aspect of the Contract Work, excluding delays caused by Owner or third party persons who are not under Contractor's control, in strict accordance with the Contract Documents, or delay of any work by other engineers, contractors or Owner caused by Contractor, constitutes a material breach of this Agreement, and Contractor shall be responsible for all additional costs incurred by Owner or other engineers or contractors, including overhead, profit, attorneys' fees and litigation expenses resulting from any such breach.
 - 3.7. If Contractor, by its own fault or omission, fails to diligently pursue completion of the Contract Work, overtime work may be required by Contractor without additional compensation from Owner.
 - 3.8. The Contractor shall provide Schedule of Rates for all Labor and Equipment as part of the Bid for the project. This rate table will be used for adjustments in costs in the event they are required. The rate Schedule will be reviewed during Bid Review process for fairness and will be part of the review for the De-Scope Meeting.
 - 3.9. Contractor agrees to keep Owner informed both verbally and in writing as to the progress of the Contract Work and shall perform the Contract Work faithfully and in such order as necessary to keep the overall Project on schedule and to avoid any delay in completion of the Project. Failure to updated project schedule may result in rescinding work and/or withholding of payment.
 - 3.10. Contractor shall provide safe and proper facilities for inspection at all times during performance of the Contract Work including preparing and maintaining a **Safety Plan to be submitted prior to the start of Work.**
 - 3.11. Contractor warrants that the Contract Work shall

- A. Be free of defects in material and workmanship for a period of Two (2) years except where prescribed to be for a longer period;
- B. Comply with the Drawings and the Specifications or as otherwise agreed to by the Parties;
- C. Be performed in safe and workmanlike manner by trained, qualified, and efficient workers, in strict conformity with construction best practices; and
- D. Be constructed of new materials of the most suitable grade for the application, and furnish satisfactory evidence to Owner of the type and quality of materials so furnished and used.

In the event that the Contract Work fails to meet any of the aforementioned warranties, Contractor shall have the right to cure any nonconforming or defective Work and may replace the defective Contract Work, or reimburse Owner for the Contract Work at the invoice or market price, within thirty (30) days after discovery of the breach of warranty. Contractor shall also, at its cost, remove all material, equipment, and Contract Work which does not comply with the Drawings or meet the Specifications, or is otherwise defective, whether incorporated in the Project or not, and shall re-execute the Contract Work and correct any other work damaged thereby. If Contractor does not remove nonconforming or defective Contract Work promptly, Owner may do so and restore such nonconforming Contract Work at Contractor's expense.

- 3.12. Contractor shall reimburse Owner for all reasonable costs and expenditures made in the settlement of any claim against Owner relating to nonconforming or defective Contract Work.
- 3.13. Neither acceptance of the Contract Work nor payment of some or all of the Agreement Price shall relieve Contractor of responsibility for faulty materials, equipment or workmanship. Contractor shall remedy, as soon as possible, defects appearing within two (2) years from the date of final payment, or within such longer period of time as provided by any manufacturer's warranty, and correct resulting damage to other work at no cost to Owner.

4. ASSIGNMENT

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

5. CHANGES AND DELAYS

- 5.1. Contractor shall not deviate from the Contract Documents except on written order of Owner, received by Contractor before beginning any deviation.
- 5.2. Owner may make written changes in the Contract Documents which may add to or deduct from the Contract Work without invalidating this Agreement. All work outside the scope of the Contract Work to which Contractor is directed to perform by Owner or Owner's authorized representative without an agreement as to the price or time for the work shall be preserved and resolved through the dispute resolution clause in Section 14 of this Agreement.
- 5.3. Unless a written Construction Change Directive has been issued to Contractor by Owner directing that certain work be performed prior to agreement on extra compensation and/or time or in the event of a dispute as to whether the work is within the original Scope of Work, no extra compensation for extra work, materials or any time extension shall be allowed unless a

written Change Order has been signed by Owner, nor shall Contractor proceed with extra work without a written Change Order signed by Owner. Compensation for any work added by a Change Order shall be in accordance with unit prices, applicable add/alternate prices, a lump sum price, or with the prior approval of Owner, shall be performed on a time and material basis with a detailed account of labor and material costs associated with the work.

- 5.4. Recovery by Contractor for delays caused by Owner shall be limited to time extensions only as set forth in an executed Change Order. Contractor shall not be entitled to damages or compensation for any losses on account of delay from any cause whatsoever, including, but not limited to, any act, neglect, omission, default or failure of performance by Owner or separate contractors, failure to obtain required materials, delay in obtaining permits, or other conditions.
- 5.5. If the progress schedule cannot be met due to business interruption and circumstances beyond the control of Contractor, the Owner and Contractor shall discuss and document the cause of such delay and present to the Owner to review and discuss reasonable means to complete the work to avoid further delay. No overtime work will be conducted without an agreed upon Change Order.
- 5.6. If materials are not delivered promptly, Owner may expedite or substitute delivery of material to be supplied by Contractor and back charge Contractor for any costs incurred.

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

- 6.1. Until the Contract Work is complete, Contractor shall effectively secure and protect the Contract Work and shall repair and/or replace all loss or damage to the Contract Work caused by the Contractor or anyone for whom Contractor is responsible.
- 6.2. Following completion of the Contract Work, Contractor shall be bound by the warranty obligations of Contractor and its subcontractors and suppliers.
- 6.3. Contractor shall at all times supply a sufficient number of skilled workers to perform the Contract Work in a timely and efficient manner. In addition, Contractor shall assign a competent person who shall supervise the performance of the Contract Work, be present at the Project Site at all times when Contract Work is being performed, and act as Contractor's representative at the Project Site for the purposes of coordinating Contractor's activities with those of the Owner and others at the Project Site.

7. BREACH AND REMEDIES

- 7.1. Contractor shall be deemed to be in material breach of this Agreement if Contractor:
 - A. Fails to perform the Contract Work in strict accordance with the Contract Documents or task order;
 - B. Fails to provide competent supervision or a sufficient number of properly skilled workers;
 - C. Fails to supply sufficient material or equipment of proper quality;
 - D. Fails to correct nonconforming or defective work promptly;
 - E. Fails to perform any terms of this Agreement;
 - F. Is unable to meet its debts or fails to pay promptly for labor, material or other obligations;

- G. Becomes financially insecure;
 - H. Disregards any law, including, without limitation, the Environmental Laws, rules, regulations or ordinances applicable to the Contract Work;
 - I. By negligent act or omission causes delay or interference with Owner or separate contractors;
 - J. Assigns this Agreement for any reason without the prior written consent of Owner; or
 - K. Performs or fails to perform any act the commission or omission of which is defined elsewhere in the Contract Documents as a material breach of this Agreement or which would constitute a material breach at common law.
- 7.2. In the event of Contractor's breach, Owner shall have the following remedies in addition to any other remedies available at law or in equity:
- A. Upon five (5) days' written notice to Contractor, Owner may declare Contractor in breach of this Agreement subject to the Contractor's right to cure, and after such time, the Owner may:
 - 1. Terminate the Agreement;
 - 2. After termination, employ one or more other contractors to complete the Contract Work;
 - 3. Complete the Contract Work with its own forces;
 - 4. Employ some combination of the foregoing to complete the Contract Work. Upon Contractor's breach, Contractor shall assign all material, equipment, tools, services, and supplies, and all of Contractor's agreements and supply contracts to Owner for the purpose of assisting Owner's completion of the Contract Work by any of the foregoing means. Equipment and tools left on the Project Site subject to a security or rental agreement shall be returned to Contractor. Equipment or tools owned outright by Contractor left on the Project Site may be assigned to Owner upon the termination of this Agreement resulting from Contractor's breach of the Contract Documents for use to complete the Project.
 - B. Contractor shall remain liable to Owner for all costs incurred by Contractor in completing the Contract Work caused by Contractor's breach of the terms of this Agreement.
 - C. In the event that the Owner contends that the Contractor's work is defective in relation to the Contractor's Scope of Work, then in such event, the Owner may withhold sufficient monies to cover the defective work computed as the cost of correcting the said defective work, multiplied by 2. In such event, said monies shall be withheld from the next Application for Payment from the Contractor until the matter is resolved. This amount shall be in addition to any retainages under the Contract between the parties.
 - D. Where the Owner contends that the Contractor is in default as to the Scope of Work, the Contractor shall have five (5) working days from the date of the initial Owner's written direction/notification to provide a written plan of action or as otherwise satisfactorily corrected the condition. In the event that the condition is not corrected within a reasonable time as determined by the Contractor, the Owner shall declare the Contractor to be in default.

- E. Once the Owner declares the Contractor in default, the Owner, at its option, may (1) terminate the Agreement; (2) after termination, employ one or more other contractors to complete the work; (3) complete the work with its own forces; or (4) employ some combination of the foregoing to complete the Work; or notify the Bonding Company of default. Upon such default, Contractor shall assign all material, equipment, tools, services and supplies and all of Contractor's agreements and supply contracts to the Owner for the purpose of assisting the Owner's completion of the contract work by any of the foregoing means. Equipment and tools left on the project site, subject to a security or rental agreement, shall be returned to the Contractor.
 - F. The Contractor shall remain liable in full to the Owner for all costs incurred by the Owner in completing the contract work caused by the Contractor's breach of the terms of this Agreement.
 - G. Where there is a default, Contractor shall not be entitled to any further payments for contract work not completed until the contract work has been completed and accepted by the Owner and all above described expenses have been paid by the Contractor to the Owner. Contractor shall be liable to the Owner for all costs of completion of the contract work that exceed the balance due under this Agreement and Contractor shall promptly pay all valid amounts owed to the Owner upon demand.
 - H. Cost of completion shall include, but not limited to, cost of the completing Contractor, if applicable, costs of the Owner's completion, if applicable, legal expenses, engineering and architectural costs, mobilization and demobilization costs, overhead and profit, General Conditions, police and flaggers if required, cost of delays, etc.
- 7.3. If Contractor breaches this Agreement, Contractor shall not be entitled to any further payments for Contract Work not completed until the Contract Work has been completed and accepted by Owner and all above-described expenses have been paid by Contractor to Owner. Contractor shall be liable to Owner for all costs of completion of the Contract Work that exceed the balance due under this Agreement, and Contractor shall promptly pay all valid amounts owed to Owner upon demand.
- 7.4. The Owner will be in breach of this Agreement and in default if any of the following events occur. Owner shall have five (5) days to rectify the situation after event occurs and is identified.
- A. Owner fails or refuses to pay on time (generally within 60 days of acceptance of Payment Application) any monies due under the Contract Documents;
 - B. Owner fails or refuses to perform any obligation required under the Contract Documents.
 - C. Owner makes any assignment for the benefit of creditors or files any petition under any bankruptcy or debtor-relief law.

8. INDEMNITY

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

claim directly attributable to the conduct and actions of the Owner or arising out of any non-delegable duty owed by the Owner.

- 8.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and its agents, officers, directors and employees from, for, of, and against any and all claims, damages, losses, liabilities, demands, costs and expenses, including but not limited to attorneys' fees and litigation expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which are caused, in whole, by any negligent act or omission of Owner, or any of Owner's separate contractors, or anyone directly or indirectly employed by them.
- 8.3. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

9. INSURANCE

- 9.1. Contractor shall purchase and maintain the following insurance for limits in amounts no less than set forth below:
 - A. GENERAL LIABILITY INSURANCE – PROPERTY DAMAGE AND BODILY INJURY: One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate Limit.
 - B. OWNED, HIRED AND NON-OWNED AUTOMOBILE LIABILITY INSURANCE: for Bodily Injury, Wrongful Death and Property Damage; One Million Dollars (\$1,000,000) per Occurrence; Two Million Dollars (\$2,000,000) Aggregate.
 - C. WORKERS COMPENSATION AND OCCUPATIONAL DISEASE: including Employer's Liability-Statutory Limit, such Employer's Liability limits for bodily injury by accident or disease to not be less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.
 - D. UMBRELLA LIABILITY INSURANCE: Five Million Dollars (\$5,000,000) per Occurrence; Five Million Dollars (\$5,000,000) Aggregate.
 - E. POLLUTION LIABILITY INSURANCE: Two Million Dollars (\$2,000,000) policy limit.
- 9.2. All required insurance coverages listed above shall be written on an occurrence-basis, and shall be maintained continuously, without interruption, from the date of commencement of this Agreement until the completion of the Contract Work or the date of final payment for the Contract Work, whichever occurs later.
- 9.3. Certificates of insurance acceptable to Owner shall be submitted to Owner before commencement of the Contract Work. The certificates of insurance and the insurance policies required above shall include a provision stating that the insurance coverage under each policy shall not be cancelled or otherwise allowed to expire until at least thirty (30) days' advance notice has been given directly to Owner by the insurance company or companies.
- 9.4. The insurance policies required for general liability coverages, owned, hired and non-owned automobile liability coverage shall include Owner (City of Providence and the Providence Public Building Authority) as an additional insured and shall provide that these insurance coverages are primary and non-contributory in the event any additional insured is insured for the same coverages under another insurance policy or policies. Contractor shall provide

copies of the endorsements from the carrier showing that these entities have been added as additional insured.

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

10. SAFETY

- 10.1. At its own expense and at all times, Contractor shall have the responsibility to and take all necessary precautions to protect persons and property at or adjacent to the Project Site from damage, loss, or injury resulting from performance of the Contract Work by the Contractor, its employees, subcontractors and others for whom Contractor is responsible.
- 10.2. If any accident occurs, person is injured, or property is damaged at or near the Project Site resulting from the performance of the Contract Work by Contractor, its employees, subcontractors or others for whom Contractor is responsible, Contractor shall immediately notify Owner both verbally and in writing.
- 10.3. Contractor shall maintain a safety program that complies with all applicable laws and shall comply with all specific safety requirements promulgated by any applicable governmental authority and the City of Providence, including without limitation, the requirements of the Occupational Safety and Health Act ("OSHA"). Copies of the program shall be furnished to the Owner upon request.
- 10.4. The Contractor shall submit a Life and Safety Plan prior to the execution of the Work.

11. COMPLIANCE WITH LAWS

- 11.1. Contractor shall comply with all applicable federal, state, and local laws, codes, regulations and ordinances, including, but not limited to, the Fair Labor Standards Act, OSHA, workers compensation, social security, employment and wage and hour laws.
- 11.2. Contractor shall not discriminate in the employment or advancement of any employee or applicant because of race, national origin, sex, color, age, religion, creed, physical handicap, Veteran's status or any protected class.
- 11.3. Contractor shall maintain all records and accounts for the employment of labor and the furnishing of materials and supplies in accordance with proper accounting and record keeping procedures and with all federal, state, and local laws, codes, regulations and ordinances. Copies of such records shall be provided to Owner upon request.

12. PAYMENTS

- 12.1. For the satisfactory performance and timely completion of the Contract Work, Owner shall pay Contractor the Agreement Price, subject to additions and deductions as herein provided. Payment will be less the aggregate of previous payments.
- 12.2. As a condition precedent to Contractor's right to payment, Contractor shall submit to Owner pay applications in AIA format based on an Owner Approved Schedule of Values containing the following, and no pay applications will be accepted or processed for payment without the following:
- A. Project Site name and address;
 - B. Date of the Contract Work;

- C. CIP Number and Name
 - D. Milestone of Project Completion or line item percent complete in Schedule of Values.
 - E. MBE/WBE Utilization form
 - F. Apprenticeship utilization reports
 - G. Certified Payrolls
 - H. Lien Release
 - I. Cost Loaded Progress Schedule
 - J. Digital Progress Photos (Labeled)
 - K. Real time Punch List Items Addressed
- 12.3. Pencil pay applications shall be submitted digitally to Owner on a thirty (30) day billing cycle, by. Owner shall have fourteen (14) days from receipt of a properly documented pay application to approve and certify the pay application. Owner shall review each line item independently and base payment approval on each line item. In no case shall a disputed line item constitute a rejection of an entire pay application. In the case of a disputed line item(s), payment shall be made for all other line items and disputed line item(s) shall be settled in accordance with Section 14. Owner shall generally issue payment within 60 days after the pay application is approved and certified.
- 12.4. Payment shall not be considered approval or acceptance of Contract Work or materials that do not comply with the Contract Documents.
- 12.5. Retainage in the amount of 5% will be withheld by the Owner until final completion and acceptance of the project. If the Contractor is from out of state, the 5% retainage shall be increased to 8%.
- 12.6. If labor, materials or other charges relating to the Contract Work are not being paid by Contractor when due, Owner may take all steps necessary to ensure such payments are made, including paying Contractor's bills directly, and charge such payments to Contractor.
- 12.7. Owner may reduce or delay payment to Contractor for any and all of the following reasons:
- A. Unsatisfactory job progress;
 - B. Defective work or materials not remedied;
 - C. Disputed work;
 - D. Failure of Contractor to comply with the provisions of this Agreement;
 - E. Legitimate and non-frivolous third party claims filed or reasonable evidence that a legitimate and non- frivolous claim will be filed;
 - F. Failure of Contractor to make timely payments for labor, equipment and materials;
 - G. Damage to Owner or a separate contractor;

- H. Reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement Price,
 - I. Failure to submit apprenticeship utilization reports, MBE/WBE utilization reports or updated construction schedule; or
 - J. Punch lists not being addressed as project proceed (Real Time).
- 12.8. If Contractor's materialmen, suppliers, or subcontractors file a lien or other claim, or attempt to exercise any right or remedy against Owner, Owner's interest in the Project Site, or the Project Site, Contractor shall immediately remove the lien or other claim, by payment, bond, or otherwise. If Contractor fails to act on the notice of lien or claim as outlined above within thirty (30) days, the Owner may, in addition to its right to declare a material breach of this Agreement and exercise all rights and remedies, take whatever acts are necessary to remove the lien or resolve such claims and charge Contractor for the costs incurred.
- 12.9. Final payment to Contractor is conditioned upon and subject to the approval of the Contract Work by Owner. As a condition of final payment, Contractor shall provide to Owner "as built" drawings of the finished Project and all warranties, operating instructions and manuals and an agreement to hold Owner harmless from all claims, all in forms acceptable to Owner. Contractor also shall provide to Owner a final release and lien waiver for labor and materials furnished by Contractor, its subcontractors and suppliers and from all lower tier subcontractors and suppliers who have served preliminary lien notices on Owner or Contractor. The Contractor shall provide consent of the Surety Company as well.
- A. Acceptance of final payment shall act as a waiver and release of any and all claims by Contractor, except unknown claims for personal injury or property damage caused by Owner.
- 12.10. Final payment by the Owner shall in no way relieve the Contractor for liability for its obligations to repair or replace faulty or defective Contract Work discovered after final payment. All such defenses Contractor may have to such claims are preserved.

13. RIGHTS AND REMEDIES

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

14. DISPUTES

- 14.1. Disputes to be resolved in accordance with the Rhode Island General Law Tittle 37, Chapter 37-16 et seq.
- 14.2. All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who

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

15. GOVERNING LAW

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

16. ALL CHANGES TO AGREEMENT SHALL BE IN WRITING

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

17. LEGAL EFFECT

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

18. INTERPRETATION

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

19. NO PARTNERSHIP

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

20. FURTHER DOCUMENTS

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

21. RECORD KEEPING, AUDIT AND INSPECTION

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

place during normal business hours upon reasonable prior notice to Contractor. The right to audit and inspect shall survive the termination of the Agreement.

22. NOTICE

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

23. AUTHORITY

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

24. COUNTERPARTS

- 24.1. This Agreement may be signed in counterparts.

25. NOTICES

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

- A. If to City:
Patricia A. Coyne-Fague, Esq., Director
Department of Public Works
75 Chapman Street
Providence, RI 02905
401-680-7500
pcoynefague@providenceri.gov

cc:
Craig Hochman, Chief Engineer
401-680-7515
chochman@providenceri.gov

- B. If to PBBA:
Nicole Pollock, Chairperson
Providence Public Buildings Authority
npollock@ppbari.com

C. If to Contractor:

[CONTACT NAME, TITLE]

[COMPANY]

[ADDRESS]

[CITY, STATE, ZIP]

[PHONE]

[EMAIL]

[signatures appear on the following page(s)]

NOW, THEREFORE, the Parties execute this Agreement.

PROVIDENCE PUBLIC BUILDING AUTHORITY

By: _____

Name (Printed): _____

Title: _____

Date: _____

CITY OF PROVIDENCE DEPARTMENT OF PUBLIC WORKS

By: _____

Name (Printed): _____

Title: _____

Date: _____

[CONTRACTOR NAME]

By: _____

Name (Printed): _____

Title: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

By: _____

Name (Printed): _____

Title: _____

Date: _____

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PARTIAL RELEASE

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

and referred to as Crack Sealing (Citywide) 2026 - 2027.

NOW, THEREFORE, the undersigned for and in consideration of payment in the amount of \$ _____, (for monies due to Contractor through and including _____) contingent upon the receipt of said payment, does hereby unconditionally and irrevocably waives and releases any and all actions, claims, demands, liens, damages, or any and all claims whatsoever against the **Providence Public Buildings Authority** and the **City of Providence**, the Project or the property whether arising at law, in equity or under the Mechanic's Lien law in the State of Rhode Island, which Contractor has or may have against the **Providence Public Buildings Authority** and the **City of Providence** or the property on account of labor, materials, equipment and/or services furnished for use at the project as of the date of the execution of this document. This Release does not release any pending change orders or retainage due or to become due to Contractor nor does this Release release any of the following items: None.

The undersigned warrants that all costs for labor, materials, equipment and/or services incurred by Contractor or its employees, consultants, subcontractors, sub-subcontractors, suppliers and all tiers have been paid or will be paid out of these proceeds by the undersigned. The Contractor warrants that no obligations, legal, equitable, or otherwise will be owed to

any person arising out of or from Contractor 's work on the project that will not be satisfied by the payment set forth above for all work, labor, materials, equipment and/or services performed by or furnished to Contractor on the project up to and inclusive of the date this document is executed.

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

[insert company name]

By:

(By duly authorized officer)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires: _____

FINAL RELEASE

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

and referred to as Crack Sealing (City Wide) 2026 - 2027.

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

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

services performed by or furnished to the Contractor on the project up to and inclusive of the date this document is executed.

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

[insert company name]

By:

(By duly authorized officer)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX C:

TECHNICAL SPECIFICATIONS

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TABLE OF CONTENTS

Table of Contents

Section 408 Crack Sealing	3
Section 914 Law Enforcement Officers	9
Section 915 Flagpersons	11

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SECTION 408 CRACK SEALING

408.01. DESCRIPTION

408.01.1. Crack Sealing

- A. This work shall consist of furnishing all materials, labor, equipment, necessary to clean and seal cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks where required, all in accordance with these Specifications and the RIDOT Standard Specifications for Road and Bridge Construction, latest edition.
- B. The work shall be performed at the locations shown on the Plans or as directed by the Engineer.

408.02. MATERIALS

408.02.1. Crack Sealant (PCRM) with Fibers

Crack sealant shall be a hot-applied, polymer and crumb rubber modified asphalt compound containing reinforcing fibers, and to the requirements of this Specification. Materials shall be obtained from a manufacturer on an established State DOT Qualified Products List for hot-applied fiber-reinforced crack sealant, or as otherwise approved by the Engineer.

A. Asphalt Binder

1. The asphalt binder shall consist of a blend of neat asphalt cement, chemically modified crumb rubber (CMCR), and a polymer modifier package. After modification, the binder shall meet the following requirements:
 - (a) PG grade requirements of AASHTO M320.
 - (b) MSCR requirements of AASHTO M332.
 - (c) Performance Grade of modified asphalt: PG 64-28E or higher, suitable for the climatic and traffic conditions of the project. Equivalent or higher performance grades, may be submitted for the Engineer's approval where supporting test data demonstrates equivalent field performance.
 - (d) Crumb rubber content shall be a minimum of 7%. The recycled tire rubber shall pass the No. 80 sieve. Equivalent recycled rubber gradations approved by the manufacturer may be submitted for the Engineer's review.
 - (e) The manufacturer shall provide certified test results for the neat and modified asphalt binders, including Dynamic Shear Rheometer (DSR), Rolling Thin Film Oven (RTFO), Multiple Stress Creep Recovery (MSCR), Pressure Aging Vessel (PAV), and Bending Beam Rheometer (BBR) test results, all in accordance with AASHTO M320 and M332.

Test Type	Typical Results
DSR	kPa >1.00 @ 64° C. Fail temp = 76+° C
RTFO	kPa >2.20 @ 64° C. Fail temp = 76+° C
MSCR	JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C R3200 (Average % Recovery): >70%
PAV	kPa <6000 @ 64° C
BBR	Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

2. Reinforcing Fibers

Reinforcing fibers shall be short-length polyester fibers having the following properties:

Property	Value
Length (At temperatures ranging from ambient to maximum finished product mix temperature)	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256)	35% ± 3%
Melting Point (ASTM D3418)	>475°F (246°C)
Crimps/Inch (ASTM D3937)	None
Cross Section	Round or approved equivalent
Denier (ASTM D1577)	4.5 Nominal dpf
Tensile Strength (ASTM D2256)	>70,000 psi
Diameter	0.0008 in. (±1 mil)
Specific Gravity (ASTM D792)	1.32 to 1.40

3. Compound Proportioning

The asphalt-fiber compound shall be manufactured at a fiber content of 6% to 8% by weight of asphalt cement, or at the dosage published by the manufacturer for the product submitted, subject to the Engineer's approval. Equivalent fiber dosages between approximately 2% and 8% by weight of asphalt cement, supported by manufacturer test data demonstrating compliance with ASTM D6690, Type II, will be considered.

B. Manufacturer's Certificate of Compliance

Prior to delivery of material, the Contractor shall furnish to the Engineer a Manufacturer's Certificate of Material Compliance certifying conformance to this Specification, including PG grade(s), crumb rubber content, polymer modifier content, fiber type and dosage, and compliance with ASTM standards listed.

1. Performance Grade of Unmodified Asphalt: PG 58-28S (standard)
2. AASHTO M-320, Table 1
3. 7% chemically-modified crumb rubber (CMCR)
 - (a) Composed of 100% 80-mesh recycled tire rubber
4. 3-4% specially formulated polymer package
5. Performance Grade of Modified Asphalt: PG 64-28E (able to withstand "extremely heavy" traffic loads)
6. AASHTO M-332, Table 1
 - (a) "E" Jnr 3.2 kPa @ 640C: <0.5%
 - (b) R3200 (Average % Recovery) @ 3.200 kPa: >70%
7. 8% polyester reinforcing fibers

408.03. EQUIPMENT

408.03.1. General

All equipment used in the performance of the work shall be subject to approval by the Engineer and shall be maintained in satisfactory working condition at all times.

408.03.2. Air Compressor

Compressors shall be capable of furnishing not less than 100 cfm at not less than 90 psi at the nozzle and shall be equipped with traps that maintain the compressed air free of oil and water.

408.03.3. Broom or Sweeper

A power-driven broom or self-propelled sweeper designed for cleaning highway pavements shall be used to remove debris, dirt, and dust from the cracks.

408.03.4. Heat Lance

Where vegetation, moisture, or oxidized residue is present in the cracks, the Contractor shall use a hot-air or propane heat lance designed for crack preparation, in accordance with the sealant manufacturer's recommendations and applicable safety standards.

408.03.5. Melter / Applicator

The melter shall be an indirect-fired, oil-jacketed unit with mechanical agitation, capable of heating and maintaining the sealant at the manufacturer's recommended application temperature and of pumping the specified fiber-modified compound. The melter shall be equipped with a thermostatic temperature control accurate to within $\pm 10^{\circ}\text{F}$, calibrated for the working range of the sealant. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F and must be capable of pumping an 8% fiber content blend. The heat transfer oil shall have a flash point of not less than 600°F . The melter shall have a minimum capacity of about 1,000 gallons or greater capacity are acceptable.

408.03.6. Application Wand

Sealant shall be applied through a heated, high-pressure hose terminating in an applicator shoe sized to suit the work. The applicator shoe shall be capable of producing an overband not exceeding the width limits set forth in this specification.

408.04. CONSTRUCTION METHODS

408.04.1. Preparation of Cracks

- A. Debris and Vegetation Removal. All cracks shall be blown clean, and vegetation, moisture, and loose material shall be removed prior to sealing. Where necessary or as directed by the Engineer, a heat lance shall be used to dry and sterilize the cracks with an air torch generating $2,000^{\circ}\text{F}$ and 3,000 feet/second velocity. All debris removed from the cracks shall be removed from the project site.
- B. Weather Restrictions. No sealant shall be applied in wet cracks, where frost, snow, or ice is present, or when the ambient or pavement temperature is below 40°F , unless otherwise approved in writing by the Engineer in accordance with the manufacturer's published cold-weather installation guidance.

408.04.2. Placement of Sealant

- A. Sealant shall be heated and applied in accordance with the manufacturer's published instructions and the temperature range printed on the manufacturer's product data sheet. The Contractor shall not heat sealant above the manufacturer's maximum safe heating temperature. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the Contractor must

have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day.

1. The minimum application temperature shall be as recommended by the manufacturer for the product supplied; in no case shall sealant be applied below 320°F.
2. Sealant shall be placed in a single pass that fills the crack flush with or slightly above the adjacent pavement surface. Overbanding shall be uniform in width and shall not exceed 1 inch on either side of the crack edgeline and be no more than 3.0 inches wide in total.
3. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. Exceptions may be made, if approved by the Engineer to add fresh material into the kettle and reheated to the manufacturer's recommended application temperature; provided the sealant temperature, agitation, and application properties conform to this Specification.
4. When traffic requires immediate use of the roadway, a liquid crack sealant barrier material or a boiler slag aggregate shall be broadcast over the cracks at no additional cost to the Owner.

408.04.3. Quality of Work

The work shall be conducted with the Contractor paying strict attention to the quality of the work. Excess or spilled sealant shall be removed from the pavement by approved methods immediately. Defective work shall be corrected or replaced as directed by the Engineer at no additional cost to the Owner.

408.04.4. Test Section

Prior to commencing production work, the Contractor shall perform a test section, of a length determined by the Engineer but not less than 200 linear feet, demonstrating crack preparation, application temperature, application rate, and overband width. The Engineer shall accept the test section, or direct corrective action, before production work begins.

408.04.5. Contractor Qualifications

- A. The Bidder shall demonstrate a minimum of three (3) years of experience performing hot-applied crack sealing on public roadways, supported by a list of representative projects with the name, location, and a contact reference for each. Equivalent experience documented to the Engineer's satisfaction may be accepted in lieu of project count.
- B. The Bidder shall submit with their bid the volumetric capacity (in gallons) of the melter kettle proposed to perform the work, together with a statement regarding their average anticipated daily production rate or range of gallons per day of material expected to be applied.
- C. At least two (2) supervisory personnel shall have completed personnel have completed AASHTO TSP2 training.

- D. At least one (1) field supervisor assigned to the work shall hold a current National Center for Pavement Preservation (NCP) Crack Treatment certification, or equivalent training accepted by the Engineer. The certified supervisor shall be present on site during all crack sealing operations.
- E. The Contractor shall submit with the bid the trade name and manufacturer of the proposed sealant, along with the manufacturer's product data sheet, MSDS, and certification of compliance with ASTM.

408.05. METHOD OF MEASUREMENT

408.05.1. Crack Sealing (PCRM) with Fibers

Crack Sealing (PCRM) with Fibers shall be measured by the number of gallons of sealant actually applied and accepted, as verified daily by the Engineer based on melter readings and/or delivery tickets.

408.06. BASIS OF PAYMENT

408.06.1. Crack Sealing (PCRM) with Fibers

The accepted quantity of "Crack Sealing (PCRM) with Fibers" shall be paid for at the contract unit price per gallon as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, equipment, sweeping, traffic control, crack preparation, blotter material, mobilization, and incidentals required to complete the work in accordance with this Specification, complete and accepted by the Engineer.

408.06.2. Traffic Control

The cost of flaggers and any police details, if required, shall be paid or reimbursed by the City under a separate item(s).

408.06.3. Pay Items and Units

The following pay items are included under this Section.

Item No.	Item	Unit of Measure
408.9901	Crack Sealing (PCRM) with Fibers	GAL

END OF SECTION

SECTION 914

LAW ENFORCEMENT OFFICERS

914.01. DESCRIPTION

914.01.1. Police Details

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

914.02. CONSTRUCTION METHODS

914.02.1. Police Details

- A. Contractor shall ensure that the number of law enforcement officers used at any location is no greater than the number necessary to adequately alert, slow, and/or control road users through or around the work zone.
- B. Police Details shall be required when:
 - 1. The construction activity results in limiting the roadway to one travel lane,
 - 2. Detours are required on bus routes, primary emergency routes and arterial roadways,
 - 3. Sidewalks are closed or obstructed in a school zone, when school is in session,
 - 4. Any time a motorist must violate basic traffic regulations (e.g., travel the wrong way on a one-way street),
 - 5. When, in the opinion of a ranking police officer, Owner, or Engineer that public safety would be significantly compromised without the presence of a detail officer.

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

914.03. METHOD OF MEASUREMENT

914.03.1. Police Details

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

914.04. BASIS OF PAYMENT

914.04.1. Police Details

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

SECTION 915 FLAGPERSONS

915.01. DESCRIPTION

915.01.1. Flagpersons

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

915.02. QUALIFICATIONS

915.02.1. Flagpersons

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

915.03. CONSTRUCTION METHODS

915.03.1. Flagpersons

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

915.04. METHOD OF MEASUREMENT

915.04.1. Flagpersons

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

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

915.05. BASIS OF PAYMENT

915.05.1. Flagpersons

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

407.01.1. Pay Items and Units:

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

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

END OF SECTION