

May 6, 2016

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION
DEPARTMENT OF ADMINISTRATION

DIVISION OF PURCHASES BID NO. 7550450

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

RHODE ISLAND CONTRACT NO.2016-CB-030

FEDERAL-AID PROJECT NO. FAP Nos: BRO-0471(002)

Improvements to I-195 Superstructure Replacment of Paw. Ave. Br.471

Pawtucket Avenue Bridge No. 471

CITY/TOWN OF East Providence, Barrington

COUNTY OF PROVIDENCE, BRISTOL

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 7 Prospective bidders and all concerned are hereby notified of the following changes in the Plans, Specifications, Proposal and Distribution of Quantities for this contract. These changes shall be incorporated in the Plans, Specifications, Proposal and Distribution of Quantities, and shall become an integral part of the Contract Documents.

A. Specifications - Job Specific

1. Page JS-2(R-1)
Remove and replace page JS-2(R-1) in its entirety with revised page JS-2(R-2) attached to this Addendum No. 7. The index has been revised.
2. Page JS-3(R-2)
Remove and replace page JS-3(R-2) in its entirety with revised page JS-3(R-3) attached to this Addendum No. 7. The index has been revised.
3. Page JS-3A
Insert page JS-3A attached to this Addendum No. 7. The index has been revised and extends onto this page.
4. Page JS-3B
Insert page JS-3B attached to this Addendum No. 7. Item Code 101.71 has been added.
5. Pages JS-4 and JS-5
Remove and replace pages JS-4 and JS-5 in their entirety with revised pages JS-4(R-1) and JS-5(R-1) attached to this Addendum No. 7. Item Code 105.02 has been revised.
6. Page JS-7
Remove and replace page JS-7 in its entirety with revised page JS-7(R-1) attached to this Addendum No. 7. Item Code 108.03 has been revised.

7. Pages JS-7A and JS-7B

Insert pages JS-7A and JS-7B attached to this Addendum No. 7. Item Code 108.03 has been revised and extends onto this page.

8. Page JS-11A

Insert page JS-11A attached to this Addendum No. 7. Item Code 109.09 has been added.

9. Pages JS-94A thru JS-94C

Insert pages JS-94A thru JS-94C attached to this Addendum No. 7. Item Code 928.9901 has been added.

10. Page JS-98

Remove and replace page JS-98 in its entirety with revised page JS-97(R-1) attached to this Addendum No. 7. Item Code 943.0200 has been revised.

11. Pages JS-98A thru JS-98C

Insert pages JS-98A thru JS-98C attached to this Addendum No. 7. Item Code 943.0200 has been revised and extends onto this page.

B. Distribution of Quantities

1. Index Pages 1(R-1) thru 3(R-1)

Remove and replace index pages 1(R-1) thru 3(R-1) in their entirety with revised index pages 1(R-2) thru 3(R-2) attached to this Addendum No. 7. The index has been revised and any added or updated items are indicated in bold.

2. Page 54(R-1)

Remove and replace page 54(R-1) in its entirety with revised page 54(R-2) attached to this Addendum No. 7. Item Code 928.0800 has been replaced with Item Code 928.9901 and Item Code 923.0200 has been added.

3. Page 55(R-1)

Insert page 55(R-1) attached to this Addendum No. 7. Item Code 928.9901 has been added and extends onto this page.



RI Department of Transportation
Chief Engineer

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RIC No. 2016-CB-030

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CODE 101.71
SUBSTANTIAL COMPLETION

101.71 SUBSTANTIAL COMPLETION. Substantial completion is when the Work is completed so it can be safely and effectively used by the public. This may include the entire Project or a unit, or portion of the Work such as a structure, an interchange, or section of road or pavement

Except as provided by other provisions in the Contract, after notice by the Contractor, Substantial Completion occurs at the point when the Engineer determines that the following Work has been finished:

- 1) All courses of pavement are completed;
- 2) Curbing and sidewalks are placed;
- 3) All project drainage is completed;
- 4) Guardrail and terminal sections are properly installed;
- 5) Permanent pavement markings are completed;
- 6) Traffic signal systems meet the following requirements:
 - a) Isolated traffic signals - the signal control equipment is fully programmed, detectors are installed and functioning, and the signal is in actuated operation;
 - b) Coordinated traffic signal systems - the requirements of condition (a) are met, the interconnect is installed and functioning, and the signals are operating as a coordinated system;
 - c) Closed loop signal systems - the conditions of (a) and (b) are met, the communications link is operating, and the monitoring functions, including system and intersection graphics, are installed and operating at the Department's monitoring stations;
- 7) Regulatory and warning signs are installed;
- 8) Highway lighting is operational.

The parties may agree that any incomplete contract Work, including but not limited to landscaping, erosion control measures, or Final Cleanup, not listed in 1-8 above shall be completed on the Punch List, which is defined in Section 101 in the Specifications.

CODE
105.02
PLANS AND SHOP DRAWINGS

105.02 PLANS AND SHOP DRAWINGS. Plans will show details of all structures, lines, grades, typical cross sections of the roadway, location and design of all structures and a summary of items appearing on the Proposal. Bridge plans will either show all dimensions and details necessary for complete construction or such information that when supplemented by additional field data gathered by the Contractor will enable the Contractor to prepare complete shop drawings.

The Contractor shall keep one set of Plans available at the site at all times, and shall provide approved shop drawings to the Engineer upon request.

All shop drawings will be submitted in a timely fashion such that the Contractor's approved schedule will not be adversely impacted by the submittal process. Shop drawings shall consist of such detailed plans required to control the work that are not included in the Plans furnished by the Department. They shall include, but not be limited to, stress sheets, erection plans, false work plans, sheeting plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the Contractor. All shop drawings submittals shall be complete, incorporating all associated components of work so affecting the item for which the shop drawing is submitted. The Contractor is solely responsible for the completeness of all submissions. Incomplete shop drawings will be returned to the Contractor for resubmission.

The Contractor shall submit eight (8) sets of shop drawings to the Engineer and two sets simultaneously to the design consultant of record. Shop drawings shall be accompanied by eight (8) sets of design computations, cuts from manufacturers' catalogs, and/or supporting technical bulletins. The submission to the Design Consultant shall be by courier or overnight delivery. The Design Consultant for this project is:

Louis Berger
117 Kendrick Street, Suite 400
Attn: Phineas Fowler, PE
pfowler@louisberger.com
Needham, MA 02494
781-444-3330
Office Hours: 8:30 AM – 5:00 PM

Engineering shop drawings and design computations shall be stamped **only** by a Rhode Island Registered Professional Engineer. The stamping of Plans for professional design shall be in accordance with the applicable requirements of the Rhode Island Board of Registration for Professional Engineers, or other Boards of Professional Registration, as applicable.

Within forty-five (45) calendar days of submission with the exception of critical submittals that are flagged as structural steel fabrication and erection shop drawings, reinforcing steel, concrete mix, as well as bearing assemblies as provided in Section 5 of the General Provisions/Contract Specific pages, all shop drawings shall be reviewed by the Engineer and returned to the Contractor for appropriate action. The forty-five (45) calendar day time frame starts with the submission of the eight (8) sets of shop drawings to the Engineer. The Engineer shall review critical submittals within twenty eight (28) calendar days.

Shop drawings that are found to be erroneous, lacking information necessary to control construction, or not in conformance with accepted design criteria will be disapproved and returned to the Contractor. The Contractor shall address the Engineer's comments and resubmit revised shop drawings and/or design computations.

Shop drawings must be approved by the Engineer prior to commencement of the work involved. Such review and approval does not relieve the Contractor of any responsibility under the Contract for the successful completion of the work to the satisfaction of the Engineer. The Engineer's responsibility is solely for the limited purpose of reviewing and approving the shop drawings for general conformance with the design intent of the project and general compliance with the information given in the Contract Documents. The Contractor retains sole responsibility for the accuracy of calculations; for confirming and correlating all quantities and dimensions; for selecting fabrication processes and techniques of construction; for means and methods of construction; for coordinating work with all other work; and for performing all work in a safe and satisfactory manner. There shall be no claims for additional payment by the Contractor nor will there be an extension of the project Completion Dates for any corrective actions necessary as a result of shop drawing errors and omissions.

Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been checked and that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within this submittal with the requirements of the Contract Documents and as required with all trades and all public agencies involved. Sole responsibility for the shop drawings shall remain with the Contractor. Each of the Contractor's stamp shall be signed by the responsible authorized representative of the Contractor. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be considered incomplete and returned to the Contractor for conformance with this requirement.

There shall be no claims for additional payment by the Contractor, nor will there be an extension of the project Completion Dates for delays resulting from resubmissions due to incomplete shop drawings; for the time taken by the Contractor to submit revised shop drawings caused by an erroneous submission; or by a previous submission either lacking the information necessary to control construction; or for not conforming to accepted design criteria. In addition, the time taken by the Engineer to review the revised shop drawings will not constitute justification for an extension of the project Completion Dates.

The Contract price will include the cost of furnishing all shop drawings.

CODE 108.03
PROSECUTION AND PROGRESS

GENERAL REQUIREMENTS:

Project Schedule Program: The Contractor shall develop and maintain an integrated schedule management and controls program, i.e. Critical Path Method Schedule (CPM Schedule), through Completion of the Project. The Special Provisions of the Contract shall modify the schedule requirements.

- a) The Contractor's Schedule shall include all Contract requirements, including Work performed by the Contractor, subcontractors, vendors, suppliers, utility companies, regulatory agencies, the State and any other third party.
- b) The following Schedule Submittals are required:
 - i) Preliminary Schedule
 - ii) Baseline Schedule
 - iii) Schedule Updates
 - iv) Recovery Schedule as requested by the Department.
- c) If the Contractor fails to provide an acceptable Project Baseline Schedule and Project Schedule Update in accordance with the requirements of the Contract, the Contractor shall be responsible for all delays and resulting costs to the Project.
- d) The Department may withhold progress payments if the Contractor fails to submit required Schedule Submissions.
- e) Software. The software used to generate the CPM Schedule shall be capable of producing schedules in accordance with the requirements of the Contract and fully compatible with the current software utilized by the Department, or designee. Unless otherwise specified in the Contract, the Contractor shall use terminology defined by Department's, or designee's software.

SCHEDULE REQUIREMENTS:

The Department will provide the Contractor with templates during Schedule Development. The Schedules shall be developed and maintained in accordance with the following requirements and as approved by the Department, or designee:

- a) Schedule Narrative: A description of the sequence of events summarizing the detailed Milestone Status, Critical Path, and all changes made to the Schedule, including Actual Dates, logic revisions, and Calendar and Duration changes.
- b) CPM Schedule. All CPM Schedules shall utilize a Work-Breakdown Structure (WBS)

developed by the Contractor. The WBS shall be used as the primary code for displaying and organizing the graphical output schedules utilized for the Project, unless otherwise directed by the Department, or designee. The basic dictionary for the WBS shall be approved by the Department, or designee in Schedule Development.

REVIEW AND APPROVAL OF SUBMITTALS:

The Department, or designee will review Schedule Submittals for conformance with the requirements of the Contract Documents. The planning, scheduling, and execution of the Work and the accuracy of any Project Schedule is the responsibility of the Contractor. The Contractor remains responsible for errors in any previously accepted Project Schedule, including but not limited to omitted activities, activity durations, relationships between activities, resource allocation, or any float suppression techniques. The Department, or designee may direct the Contractor to address and adjust schedules that do not accurately reflect the Work at any time, with no additional cost to the State. Approval or acceptance of any Project Schedule does not relieve the Contractor of any responsibility for the completion of the work in conformance with all Contract.

SCHEDULE DEVELOPMENT:

- a) The Schedule Development process shall commence on the date that the Apparent Low Bidder letter is mailed to the Contractor, which will be considered Day 1 for all Schedule Submittals.
- b) Within 30 days of the Apparent Low Bidder Letter, the Contractor will submit a Preliminary Schedule which will contain all activity data, including all logic, for all Work required to be performed within the first 120 days after the NTP.
- c) Within 90 days of the Apparent Low Bidder Letter, the Contractor will submit a Baseline Schedule which will show all Work activities and logic for the complete Contract and include a Narrative Report.

SCHEDULE UPDATES:

Meetings shall be held as directed by the Department, or designee from Notice to Proceed to the substantial completion. The Contractor shall furnish a complete and accurate Schedule Update once a month detailing of the current progress, a printed Critical Path report, a report of the days gained or lost relative to the Substantial Completion date and any other completion dates and a depiction of how future Work plans shall meet the Contract completion dates. The Contractor shall provide sufficient copies of the Schedule Updates in the format acceptable by the Department, or designee.

The Contractor shall submit three copies (paper and electronic) of the Schedule Update. Schedule Updates shall be submitted once a month even in the absence of a Schedule Update Meeting. The Department, or designee shall have 10 working days to review the Schedule

Update Submittal.

The Schedule Updates shall contain the following components: (i) Schedule Narrative; (ii) Schedule Activity Report –Past Month and Remaining; (iii) Schedule Activity Report Longest Path (per completion date); (iv) Two week Look Ahead Schedule; (v) Predecessor/Successor Report; (vi) Data File and; (vii) other reports requested by the Department, or designee.

All Schedule data, logic and duration changes, and any modifications to the Schedule shall be addressed and discussed with the Department, or designee at the Project Schedule Update Meeting. This shall be done prior to the Contractor submitting their final Schedule Updates.

Changes to the accepted Baseline Schedule shall be detailed in the Schedule Update Narrative. The acceptance and inclusion of these changes will not be the sole basis of acceptance or entitlement to any time extension(s) or monetary compensation(s).

Schedule Update Submittals will not be used as the sole basis for any adjustment in the Contract Time(s), regardless of their approval by the Department, or designee. Any approval of the Schedule Update Submittal by the Department, or designee, either expressed or implied, will only apply to the issue of progress.

RECOVERY SCHEDULE SUBMITTAL:

The Contractor shall identify all schedule and progress delays during the prosecution of the Work. At the Department's, or designee's request, the Contractor shall develop and submit a Recovery Schedule.

The Contractor is not relieved from the submission of Schedule Updates during the development of a Recovery Schedule.

The Recovery Schedule shall illustrate a clear process and procedure for eliminating or mitigating said delays to the Contract Time(s).

The Recovery Schedule shall be submitted within 30 calendar days of the corresponding Schedule Update and is subject to approval by the Department, or designee.

Non-Excusable Delays: The development and submission of the Recovery Schedule shall be at no additional cost to the State.

Excusable Delays: The State may reimburse the Contractor for the costs of the development the Recovery Schedule.

Replace **Subsection 109.09; Acceptance and Final Payment**, page 1-84 and 1-85 of the Standard Specifications for Road and Bridge Construction (Amended 2013) in its entirety with the following

CODE
109.09
ACCEPTANCE AND FINAL PAYMENT

109.09 ACCEPTANCE AND FINAL PAYMENT. When the project has been accepted as provided in **Subsection 105.17**, the Engineer will prepare the final estimate of work performed. If the Contractor approves the final estimate or files no claim or objection to the quantities therein within 30 days of receiving the final estimate, the Department will process the estimate for final payment. With approval of the final estimate by the Contractor, payment will be made for the entire sum found to be due after deducting all previous payments and all amounts deducted under the provisions of the Contract.

If the Contractor files a claim in accordance with Contract requirements, it shall be submitted in writing in sufficient detail to enable the Engineer to ascertain the basis and amount of such claim. Upon final adjudication of the claim, any additional payment determined to be due the Contractor will be placed on a supplemental estimate and processed for payment.

All prior partial estimates and payments will be subject to correction in the final estimate and payment.

CODE 928.9901
TRUCK MOUNTED ATTENUATOR (TMA)
WITH TRUCK MOUNTED FLASHING ARROW BOARD (TMFAB)

928.01 DESCRIPTION. This work consists of providing, operating, and maintaining truck mounted energy absorbing impact attenuators, replacement attenuator cartridges, and truck mounted flashing arrow boards, as directed by the Engineer, all in accordance with these Specifications and applicable state statutes.

928.02 MATERIALS.

928.02.1 Truck Mounted Attenuator (TMA). The TMA is a lightweight attenuation system designed for installation at the back of traffic control trucks. It consists of three basic component sections - a crushable module, a lightweight steel backup, and a support frame for attaching the backup to the truck.

The complete TMA shall be designed to make attachment or detachment from the truck simple and fast and shall be installed in accordance with the manufacturer's recommendations.

a. Module Materials. Light fixtures shall consist of combination run, turn, brake, and side clearance lights with ICC identification lights on the rear of the TMA. All light fixtures shall have rubber grommet seals. A standard SAE/AT/TTMA interchangeable 7-way trailer light wire connector shall be installed and wired to SAE standards.

All standard modules shall have a chevron pattern painted on the rear of the module. The standard chevron pattern shall have 4-inch wide stripes, alternating black and yellow, slanted at 45 degrees in an inverted "V" form with the "V" located at the center of the module.

All standard modules assembly shall be covered for debris containment during an impact and for environmental protection.

b. Crushable Frame. The crushable frame which supports the TMA assembly shall be fabricated from standard steel shapes. The module shall be fastened to the internal frame.

c. Steel Backup. The steel backup shall be special lightweight assembly which shall support the TMA cartridge during normal use and shall resist the loads applied to it during impacts. This backup shall be capable of tilting upward toward the truck 90 degrees for travel or storage. Positions will be either 90 degrees or horizontal.

d. Attachment to the Truck. The TMA shall be designed to interface with a truck as specified herein. Engineers from the TMA manufacturers shall be supplied with a dimensional layout sheet of the truck to which the TMA will be attached. The interface structure between the TMA and the truck will then be custom fabricated by TMA manufacturers.

e. Metal Work-Fasteners. All metal work shall be fabricated from ASTM A36 or M1020 merchant quality steel. After fabrication, all metal work shall be coated with metal primer and

painted black. All welding shall be done by, or under the direction of, a certified welder. All bolts, nuts, and washers shall be corrosion resistant American National Standard.

f. Wire Rope. All wire ropes shall be 3/8-inch diameter galvanized, 7 x 19 aircraft cable manufactured to Military Specifications.

g. Weight. The TMA with 90-degree tilt shall weigh approximately 1200 pounds.

h. Hydraulics. The TMA with 90-degree tilt shall have a 12 volt D.C. hydraulic pump and cylinder which will be used to tilt the Hex-Foam module 90 degrees up from horizontal position. The hydraulic pump shall be supplied with a remote activation switch.

i. Wheel Jacks. The TMA with 90-degree tilt shall be capable of accepting two hand crank swivel jacks and two swing jacks at the rear to assist in the removal of the module and backup from the truck. These jacks shall have wheels to provide portability of the TMA once it is removed from the truck.

j. Testing Criteria. The TMA until shall have been tested to the criteria as listed in the National Cooperative Highway Research Program No. 350, dated 1993. A copy of the results of such testing must be available upon request and have been written by a Registered Professional Engineer. The TMA shall be capable of passing the following tests:

1. **Vibration.** Eight hours of constant vibration with a frequency of 5 HZ and a minimum amplitude of .5-inch, input at the base of the backup. The intent of this test is to simulate worst case road vibrations.
2. **Moisture.** Twenty-four hours of simulated rain on the top of the unit at the rate of 10 inches per hour. Twenty-four hours of simulated rain on the bottom of the unit at 10 inches per hour. The test should result in no water accumulation or moisture absorption by the module material.
3. **Corrosion.** When subjected to 50 hours of salt spray (fog), in accordance with ASTM B117, the energy absorbing material shall show no signs of corrosion or decrease in the energy absorbing capacity of the material.

928.02.2 Replacement Cartridges. The Contractor shall have a replacement cartridge available at all times. In the event that the original TMA is damaged due to a crash of an oncoming vehicle during construction the replacement cartridge will be used. The replacement cartridge shall include the module, internal support system, and hydraulic jacks. If the original TMA is damaged, the replacement cartridge will be used and a third cartridge will be ordered and paid for on a Force Account basis as set forth in Subsection 109.04, Para. a.4 of these Specifications.

928.02.3 Truck Mounted Flashing Arrow Board (TMFAB). Attached to the traffic control truck, as described herein, shall be an illuminated truck mounted flashing arrow board. The TMFAB shall be a 4 foot by 8 foot board mounted at the rear of the truck. The TMFAB shall contain at least 12 #4412A (or equivalent) amber lights each of which shall have approximately

6,000 initial maximum candle power with a flash rate of approximately 30 per minute and which shall indicate an arrow to the left, an arrow to the right or an arrow to both sides simultaneously to warn approaching traffic. The center of the arrow shall be mounted a minimum of 9 feet above the roadway. For nighttime use the unit shall be equipped for lamp intensity reduction to eliminate glare.

The TMFAB shall be powered by a diesel-fueled generator equipped with backup batteries.

928.02.4 Traffic Control Truck. The Contractor shall provide a truck weighing between 10,000 pounds to 24,000 pounds or one specified by the manufacturer and approved by the Engineer. The truck shall be adaptable to mounting the TMA and TMFAB to the rear of the truck.

928.03 CONSTRUCTION METHODS. The TMA and TMFAB shall be available for use throughout the duration of the Contract. It shall be positioned and repositioned at the direction of the Engineer.

The Contractor shall supply three (3) copies of the certification of the truck driver. No attenuator truck shall be left unattended while work is being actively performed. The Contractor shall have an employee(s) remain on site with the attenuator truck(s) at all times; the attendant(s) shall not work as laborers or laborer foreman or perform other contractual work while attenuator trucks are on an active work site.

The Contractor shall properly maintain the TMA and TMFAB throughout the Contract period.

928.04 METHOD OF MEASUREMENT. “Truck Mounted Attenuator with Truck Mounted Flashing Arrow Board” will be measured by the number of hours each such assembly is actually employed in the work or as directed by the Engineer.

928.05 BASIS OF PAYMENT.

The accepted quantity of “Truck Mounted Attenuator with Truck Mounted Flashing Arrow Board” will be paid at the contract unit price per hour listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, including TMA module, steel backup, TMA support frame, hydraulic pumps, wheel jacks, the continuous repositioning thereof, the first replacement TMA cartridge, TMAFAB, TMAFAB support frame for attachment to the truck, generator, and all incidentals required to finish the work, complete and accepted by the Engineer.

No additional payment will be made for provision of the TMA.

CODE 943.0200
ON-THE-JOB TRAINING

This On-the-Job Training Specification conforms to the requirements of 23 U.S.C. 140(a). As part of the contractor's equal employment opportunity and affirmative action programs, training shall be provided as follows:

- A. The contractor shall provide on-the-job training aimed at developing full journey worker status in the type of trade or job classification involved.
- B. The number of training hours assigned to this contract per this specification will be 3,000 hours. The specific number of trainees shall be determined by the Contractor during the post qualification process.
- C. In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements of this specification. The contractor shall also insure that this specification is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- D. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journey workers in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to RIDOT for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work that is currently enrolled or becomes enrolled in an approved program, and will be reimbursed for such trainees as provided hereinafter.

GOOD FAITH EFFORTS

Training and upgrading of minorities and women toward journey worker status is a primary objective of this Specification. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Specification. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journey worker status, or in which he/she has been employed as a journey worker. The contractor may satisfy this requirement by including appropriate questions in the employee application, or by other suitable means. Regardless of the method used, the contractor's records shall document the findings in each case.

ACCEPTABLE TRAINING

The minimum length and type of training for each classification shall be as established in the training program selected by the contractor and approved by RIDOT and the Federal Highway Administration. RIDOT and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the trainee(s) for journey worker status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the Rhode Island apprenticeship agency recognized by the Bureau, and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, and Bureau of Apprenticeship are acceptable for the purposes of this specification.

Training will be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from RIDOT prior to commencing work on the classification covered by the program. It is the intention of this specification that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification will be permitted provided that significant and meaningful training is provided and is approved by the division office of the FHWA. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

REIMBURSEMENT

Except as otherwise noted below, the contractor will be reimbursed at a rate of \$6.00 per hour of training provided to each trainee in accordance with an approved training program. This Reimbursement will be made even if the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement.

Reimbursement for offsite training will not be made to the contractor. However credit for offsite training will be granted if the contractor; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period, or the trainees are concurrently employed on another Federal-aid project.

No payment will be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journey worker, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Specification. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill(s) involved, and remain on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. It is not required that all trainees be employed as such for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Specification if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid the appropriate rates approved by the Departments of Labor or Transportation.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification covered by this Specification.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Specification.

CONTRACTORS' PROCEDURES

Pre-award:

A. Before beginning any federal aid project, the Contractor must have his or her Affirmative Action Plan in place and on file with the Department of Administration/EEO Office.

B. Prior to any award, the Contractor must submit to the Office of Business and Community Resources' (OBCR) OJT Compliance Officer for review and approval, a specific plan that includes the following: the RIDOT OJT ANNUAL Training PLAN, which includes a listing of all current projects (FAP and Non-FAP), Trainee Registration Form and the OJT Acknowledgment and Statement of Intent.

C. The Contractor must either use a US or RI DOL approved program or an approved training program of a recognized labor organization or trades council.

Post-award:

- A. Proposed On-the-Job trainees are to be listed on the Trainee Registration enrollment form for each trainee to be employed and submitted to OBCR's OJT Compliance Officer for approval. Trainees may not begin training until the Trainee Plan is approved by RIDOT.
- B. The Contractor orients the training foreman, superintendent and the On-the-Job Training trainee(s) to their respective responsibilities in the program and provides copies of the training guidelines for the training job classification being used.
- C. The Contractor shall provide a certified payroll weekly to the Resident Engineer. This payroll should distinguish clearly the trainee's training hours from regular hours worked for each On-the-Job trainee.
- D. The Contractor will monitor and submit monthly reports (called Monthly Report) for all trainees in the program, for progress, any problems or training issues to the OJT Compliance Officer.
- E. The Contractor must notify the Resident Engineer and the OJT Compliance Officer verbally within 5 working days of any trainee termination or trainee resignations. The Contractor must also submit termination forms/documentation to the Resident Engineer and the OJT Compliance Officer within 10 working days after the termination. Subsequent to any trainee's termination or resignation, the OJT Compliance Officer will make a good faith effort determination (regarding the contractor's best efforts to replace the trainee as to whether this training position needs to be filled.
- F. Contractors who assign training position(s) to subcontractors must be sure the subcontractor has an approved On-The-Job Training Plan on file with the OBCR. The Prime Contractor shall retain the responsibility for full compliance with OJT training requirements of the project.
- G. The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.
- H. The contractor will provide for the maintenance of record and furnish periodic reports documenting his performance under this Specification.

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201.0408	REMOVE AND DISPOSE RIGID PAVEMENT	2
201.0409	REMOVE AND DISPOSE FLEXIBLE PAVEMENT	3
201.0415	REMOVE AND DISPOSE GUARDRAIL AND POST ALL TYPES	4
201.0419	REMOVE AND DISPOSE FENCE	4
201.0420	REMOVE AND DISPOSE CONCRETE SLAB	4
201.0430	REMOVE AND DISPOSE CONCRETE MEDIAN BARRIER	4
201.0610	REMOVE AND DISPOSE DIRECTIONAL, WARNING, REGULATORY, SERVICE, AND STREET SIGNS	5
201.0613	REMOVE AND STOCKPILE LIGHT STANDARDS	5
201.0616	REMOVE AND DISPOSE LIGHT STANDARD FOUNDATIONS	5
201.0622	REMOVE AND DISPOSE OVERHEAD SIGN PANEL	6
201.0623	REMOVE AND DISPOSE OVERHEAD SIGN STRUCTURE	6
201.9901	REMOVE AND DISPOSE HANDHOLE AND RETURN FRAME AND COVER TO RIDOT	6
201.9902	REMOVE AND RESET LIGHT STANDARDS	6
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202.0600	LOAM EXCAVATION	7
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203.0210	STRUCTURAL EXCAVATION ROCK	8
203.0310	STRUCUTRAL EXCAVATION MASONRY	8
203.0400	STRUCTURAL EXCAVATION UNCLASSIFIED	8
203.0700	PERVIOUS FILL	8
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702.0610	PRECAST CATCH BASIN 5' DIAMETER STANDARD 4.4.0	16
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707.2000	ADJUST FRAME AND GRATE TO GRADE	18
708.9040	CLEANING AND FLUSHING PIPE ALL SIZES	18
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Item No.	Item Code	Description	UM	Qty.	Pay Code	Seq. No.
130	T20.2020	Cont.		13.00		
Item T20.2020 Total:				13.00		
131	T20.2022	EPOXY RESIN PAVEMENT MARKING WORD "ONLY" STANDARD 20.1.0 PAWTUCKET AVE, STAGE 1 NB, JUST SOUTH OF WARREN AVE PAWTUCKET AVE, STAGE 1 NB, JUST SOUTH OF WARREN AVE	EACH	2.00	0011	01
Item T20.2022 Total:				2.00		
132	T20.2116	6 INCH EPOXY RESIN PAVEMENT MARKINGS YELLOW RAMP DR-6 RAMP DR-6 ROUNDING PROJECT WIDE	HLF	180.00	0011	01
Item T20.2116 Total:				200.00		
133	928.0800	TRUCK MOUNTED ATTENUATOR WITH TRUCK MOUNTED FLASHING ARROW BOARD I-195 PROJECT WIDE	PDAY		0011	01
Item 928.0800 Total:				**DELETED**		
134	923.0200	FLUORESCENT TRAFFIC CONES STANDARD 26.1.0 I-195 PROJECT WIDE	EACH	350.00	0011	01
Item 923.0200 Total:				350.00		
135	928.9901	TRUCK MOUNTED ATTENUATOR WITH TRUCK MOUNTED FLASHING ARROW BOARD I-195	HRS			

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135	928.9901 Cont.	PROJECT WIDE		1,600.00	0011	01
Item 928.9901 Total:				1,600.00		