STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION
Two Capitol Hill
Providence, RI 02903

R.I. Contract No. 2019-CM-050
Federal Aid Project No. 405-421-971

Bid Number: xxxxxx

DRAINAGE REPAIRS
MAIN STREET

TOWN OF NORTH SMITHFIELD
COUNTY OF PROVIDENCE

JUNE, 2019

CONTRACT BOOK INDEX

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Appendix A – Contract Drawings

Appendix B – Traffic Management Plan (TMP)

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Appendix D - Required Forms and Federal Wage Rates

CONTRACT STATEMENT

Rhode Island Contract No. 2019-CM-050 is a construction contract for drainage repairs/improvements on Main Street, between Route 5 and House No. 66 in North Smithfield, R.I.

All repairs shall be performed at the locations and to the extents indicated on the Contract Plans and as directed by the Engineer.

The work encompassed by this project shall include, but is not limited to, the following: saw cutting of bituminous pavement; maintenance and protection of traffic; placement of erosion and sediment controls; removal of bituminous asphalt; removal and disposal of existing, deteriorated drainage pipe; earth/trench excavation; trimming and fine grading; replacing collapsed catch basins with new RI Std. drainage structures; installing one new RI Std. catch basin, replacing both existing, deteriorated corrugated metal pipe (CMP) and vitrified clay pipe (VCP) with 12-inch diameter high density polyethylene pipe (HDPE); abandoning the existing, deteriorated 18-inch CMP (outfall) by filling the interior with controlled low strength material (flowable fill); placement of loam & seed; placement of sod; placement of new bituminous pavement structure and roadway striping; protection of utilities (and the use of appropriate bedding/cover material if utility service connections are encountered); and all incidentals necessary to complete the work under this Contract to the satisfaction of the Engineer.

PROJECT LOCATION MAP

SEE PLANS FOR LOCUS MAP

MAIN STREET – NORTH SMITHFIELD – BETWEEN ROUTE 5 AND HOUSE NO. 66

CONTRACT REQUIRE`MENTS

All work under this Contract shall be performed in accordance with the latest edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, including all revisions and supplements up to the date of Contract advertisement, unless otherwise noted within these Contract Documents.

All work under this Contract shall be "Lump Sum". All items of work shown on the Contract Plans, detailed herein, and any incidentals required to complete the work shall be considered as part of the Lump Sum bid price. Any item of work not explicitly stated within these Contract Documents but required to complete the work shall be considered as part of the Lump Sum bid price.

A bid bond payable to the State of Rhode Island for five percent (5%) of the total bid must be submitted at the time of the bid. A performance bond of one hundred percent (100%) of the contract price from a satisfactory surety company is required of the successful bidder. Bonds must be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with Department of Treasury, Fiscal Services, Circular 570 (Latest revision published by the Federal Register).

Latest Federal Wage rates shall apply and can be found at the following link: https://www.wdol.gov/dba.aspx#0. All sub-contractor agreements must be submitted and accepted by RIDOT prior to commencement of the applicable work.

CONSTRUCTION REQUIREMENTS

All construction layout, survey and field measurements, as required, will be incidental to this Contract. Any clearing or site preparation required for access shall be considered incidental to the Lump Sum bid price.

All work shall be completed in accordance with the Traffic-Related Work Restrictions identified in the approved Traffic Management Plan (TMP) included in Appendix D. The Contractor shall maintain existing travel ways for access, and when lane closures are not permitted. All Maintenance and Protection of Traffic shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition as of the date of Contract advertisement.

The Contractor shall not use private property for site access or to stage/store equipment or materials without written consent by the property owner(s). All work shall be completed from within the existing State right-of-way.

The Contractor shall coordinate with all utility companies, including overhead, to provide adequate protection of all facilities. Should any shielding, protection, or inspection be required it shall be paid for on a Force Account basis. The Contractor shall be responsible for any damages to the existing overhead utilities and shall restore the utilities to the satisfaction of the Engineer, at no additional cost to the Department or utility companies.

COMPLETION DATE AND LIQUIDATED DAMAGES

All work shall be substantially complete within **90 calendar days** of the Notice to Proceed.
Liquidated Damages are $550.00 per calendar day.

SHOP DRAWINGS AND SUBMITTALS

All shop drawings and submittals shall be submitted, reviewed, and returned electronically. The Engineer will review and return all shop drawings and submittals within seven (7) calendar days. As such, shop drawing and submittals shall be submitted a minimum of seven (7) calendar days prior to the start of work. Shop drawings and submittals shall be submitted to the Engineer, Resident Engineer, and RIDOT Project Manager for review and routing.

The following shall be submitted For Record within fourteen (14) calendar days of substantial completion:

- Certificates of Compliance for all materials used.
- Final payment will not be made until all required shop drawings and submittals have been received.

UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION

The Contractor shall coordinate with the utility companies as part of this project. Existing utilities will remain in-place and undisturbed throughout the construction duration without any disruption to service. The Contractor shall adhere to all clearances and safety requirements of the affected utility company.

The number, type, size, and locations of utilities on the Contract Plans are approximate and based on record plans. The Contractor shall check and verify the exact location of all existing utilities, both overhead and underground, with Dig Safe at (888) DIG-SAFE in Rhode Island. Any damage to utilities resulting from the Contractor's operations shall be the Contractor's responsibility. Costs of such damage shall be borne by the Contractor. No excavation shall be done until all involved utility companies are notified at least three (3) business days in advance. During the progress of the work, the Contractor shall cooperate with the Owners of the utilities and permit their representative's access to the work to determine if their utilities are being endangered in any way. The Contractor shall schedule his construction so as to allow for a coordinated highway and utility effort. Upon award, the Contractor shall notify all utilities relative to the anticipated construction start date and shall initiate

any survey layout required for utilities.

Existing utilities have been shown on the Plans using the best available information and are approximate. The Contractor shall check and verify the location of all existing drainage and utilities, both underground and overhead, before any work begins, in accordance with Chapter 39-1.2 of the Rhode Island General Laws entitled "Excavation Near Underground Utility Facilities," with all amendments effective as of November 1, 2009 and, when necessary, by contacting the individual utility companies. All work shall be in accordance with all statutes, ordinances, rules and regulations of any applicable city, town, state or federal agency. The Contractor should be aware that not all utility companies subscribe to the Dig Safe Program. It is the Contractor's responsibility to ensure that all utility companies have been notified and all utilities have been marked prior to commencing their work.

During the progress of the work, the Contractor shall cooperate with the Owners of the utilities and permit their representative's access to the work to determine if their utilities are being endangered in any way.

The following is a list of contacts, municipal agencies and utility companies can be contacted for further information:

Rhode Island Department of Transportation
Office of Stormwater Management
Brian M. Moore, P.E.
Administrator
Phone: 401-734-4829
Email: brian.Moore@dot.ri.gov

Rhode Island Department of Transportation
Office of Stormwater Management
Michael J. DeRotto, P.E.
Principal Civil Engineer
Phone: 401-479-2159
Email: michael.derotto@dot.ri.gov

Engineer of Record (RIDOT)
Michael J. DeRotto, PE
Project Manager
Phone: 401-479-2159
Email: michael.derotto@dot.ri.gov

North Smithfield Department of Public Works
Mr. Raymond J. Pendergast, Jr., Director of Public Works
281 Quaker Highway
N. Smithfield, RI 02896
Phone: (401) 767-2200 Ext. 341

N. Smithfield Water & Sewer
Russell Carpenter
Superintendent
575 Smithfield Rd.
N. Smithfield, RI 02896
Phone: (401) 767-2200
Ext. 320

Cox Communications
David Velilla, Right of Way Agent II
Cox Communications, LLC
9 J.P. Murphy Highway
West Warwick, R.I. 02893
Phone: (401) 615-1284
Fax: (401) 615-1421
Email: dave.velilla@cox.com

National Grid Electric
Thomas Capobianco
Lead Program Manager
280 Melrose Street
Providence, RI 02907
Phone: (401) 784-7248
Email: thomas.capobianco@nationalgrid.com

Verizon New England Inc.
Peter DeCosta
Verizon State Highway Coordinator
85 High Street
Pawtucket, RI 02860
Phone: (508) 944-6701
Email: peter.x.decosta@verizon.com

National Grid Gas
James Paulette, Principal Engineer
40 Sylvan Road, 3rd Floor West
Waltham, MA 0245
Phone: (401) 465-8580
Email: jim.paulette@nationalgrid.com

Level (3) Communications, LLC
Rick Miller
1025 Eldorado Boulevard
Broomfield, CO 80021

OSHEAN, Inc.
Robert Gay
rob@oshean.org

SUGGESTED SEQUENCE OF CONSTRUCTION

General Requirements:

All work shall be completed in accordance with the Traffic-Related Work Restrictions indicated in the Transportation Management Plan (TMP).

General Suggested Sequence of Construction:

1. Implement temporary traffic control devices along Main Street each work day, as applicable. *Note: All temporary traffic control devices shall be removed at the end of each work day and all lanes opened to traffic.*
2. Perform drainage repairs.
3. Clean and restore work site and remove any traffic control devices.

Special Requirements:

Any proposed construction staging areas must be coordinated with the Engineer for approval prior to the start of work. There shall be no parking or storage of construction equipment under the drip lines of any trees.

The Contractor shall operate and work in accordance with all applicable permit requirements, as

required.

Work and Temporary Traffic Control must be coordinated with the following adjacent active construction project:

- RIC No. 2016-CB-056 – Slatersville Stone Arch Bridge Rehab.

SPECIAL REQUIREMENTS FOR TRAFFIC MAINTENANCE AND PROTECTION

The Transportation Management Plan (TMP) for this project is included in Appendix B to these Contract Specific General Provisions. The TMP lays out the set of coordinated transportation management strategies that shall be used to manage the work zone safety and mobility impacts of this project. In the event of a discrepancy between information in the TMP and information elsewhere in the Contract Documents, the former shall govern.

The Contractor's attention is called to the applicable sections of Section 100 of the Rhode Island Standard Specifications for Road and Bridge Construction (amended 2018 with all supplements), which describes the requirements for the Contractor's designation of a TMP Implementation Manager for the Contract, and also which describes the requirements for the training of all Contractor and Subcontractor personnel involved in work zone design, implementation, operation, inspection, management, and/or enforcement.

The Department's latest Training Guidelines for Personnel Responsible for Work Zone Safety & Mobility are available under the "Training" section at:

http://www.dot.ri.gov/business/contractorsandconsultants.php

In addition to the requirements of the Rhode Island Standard Specifications for Road and Bridge Construction (amended 2018 with all supplements), and the special requirements of other sections of this contract document, the following requirements shall be undertaken by the Contractor:

Deviations from the requirements stated herein or detailed in the Contract Plans, as well as any deviation from the approved construction work sequence and time schedule, shall be submitted to the Engineer in writing for approval. Approval of the Engineer shall be obtained before any modified traffic control is put in place.

The Contractor shall sequence the work within all phases of the construction in a manner that utilizes the work zones, right-of-way, and traffic lane configurations, closures and detours established in the Contract Plans and which minimizes disruptions and impacts to vehicular traffic. When work commences in such areas, it shall be expeditiously completed without unnecessary interruptions.

The Contractor is advised that the signs, and other traffic control devices shown on the Traffic Control Details in the plan set are minimum requirements, and it is the Contractor's responsibility to supplement these if necessary to ensure public safety. All maintenance and protection of traffic devices must be in place and approved by the Engineer before any construction may commence. All maintenance and protection of traffic shall conform to the latest edition, and revisions of the Manual on Uniform Traffic Control Devices (MUTCD).

The measurement and payment for all traffic control devices and for the maintenance and movement of traffic protective devices shall be included under the lump sum bid price.

The construction operations of this project must be coordinated with the local community public safety officials. In case of any emergency, the Contractor will be required to move equipment, and allow the passage of emergency vehicles. Public safety must be considered at all times.

The Contractor shall be responsible for maintaining appropriate construction related signing at all times. All temporary construction signs not appropriate for the construction activity taking place shall be removed, covered, or otherwise concealed. This includes the period between erecting the signs, and the start of construction, as well as when a construction phase is completed, or suspended. All signs not appropriate for the lane closures, speed limits or construction activity taking place at any given time shall be removed or covered to the satisfaction of the Engineer.

Temporary construction signs shall not be placed so they encroach on open lanes of traffic. Signs shall be trimmed when placed on median barrier to avoid encroaching on open travel lanes. This work shall be considered incidental, and no extra payment will be made.

All temporary signs shall be erected so that they are not obstructed by barrels or cones.

The Engineer may require, at his discretion, flag persons to be used to control construction traffic entering and leaving the work areas at no additional cost to the Department.

Safe access and egress to Interstate ramps shall be maintained on a daily basis, except as noted in the Plans or these specifications, and shall be coordinated with the local community public safety officials. The Contractor shall also adhere to the following restrictions:

The Engineer will be responsible to notify the fire, police, school departments, town officials, and, if possible, adjacent property owners, of all periodic road closures. The Contractor shall notify the Engineer at least two (2) weeks prior to any closures.

All moving operations (i.e. placement of cones, striping, etc.) shall be in accordance with the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall immediately commence the proposed bridge improvements upon establishment of the maintenance and protection of traffic devices and shall continue the work in an uninterrupted and expeditious manner until completion to ensure the minimum disruption to traffic and residents.

TRAFFIC FINES IN WORK ZONES

The Traffic Fines in Work Zone Regulatory Signs which are included with the Rhode Island Standard Details, shall be located as shown on the detail whenever construction activities are in process, and construction personnel are present. Signs shall be located at each work zone. When construction activities and personnel are not present, the signs shall either be removed from the site or covered in a manner that satisfies the Engineer.

INCIDENT MANAGEMENT

In the event of an accident, or other unforeseen incident, the Contractor shall positively cooperate with local authorities by providing traffic control devices, personnel, equipment and material as required, both on and off site. The Contractor shall assist in whatever way possible to clear debris from the roadway and maintain traffic flow. Payment for this work shall be on a force account basis. If the personnel are not available on site, they shall be "on call," and able to respond to the site within one hour of notification to the Contractor's appointed representative by phone, or in person to the Department.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGED STORM DRAINS

The Contractor shall use care when working within or in the vicinity of existing drainage structures. Any drainage pipe or culverts damaged while carrying out work on this contract shall be the Contractor's responsibility. Any pipe/culvert damaged by the Contractor while carrying out this contract shall be replaced or repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Department.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGED UTILITY FACILITIES

The Contractor shall use care when working within or in the vicinity of existing utilities. Any utility pipe, equipment, conduit, wire, cable or appurtenances damaged while carrying out any work on this Contract shall be the Contractor's responsibility. Any utility pipe, equipment, conduit, wire, cable or related appurtenance damaged by the Contractor while carrying out this Contract shall be replaced or repaired by the Contractor to the satisfaction of the Engineer at no additional cost to the Department or utility companies.

COORDINATION WITH OTHER CONTRACTS

It shall be the Contractor's responsibility to coordinate, cooperate, and schedule his work and all segments thereof with the Engineer, other contractors, property owners, utility owners, and applicable local authorities, so as to minimize impacts to all existing and/or future construction project schedules. Refer to Section 105.07 of the Rhode Island Standard Specifications for additional information.

In addition, the following construction contract is active within the vicinity of the project:

- RIC No. 2016-CB-056 – Slatersville Stone Arch Bridge Rehab.

POLICE COMPENSATION

It is the responsibility of the Resident Engineer to retain the services of the State and local police details for this project. The Contractor will not be required to bid on, nor compensate for, the services of State and local police.

MBE AND TRAINEE GOAL

The MBE goal for this project is 10%. There are no trainee hours required.

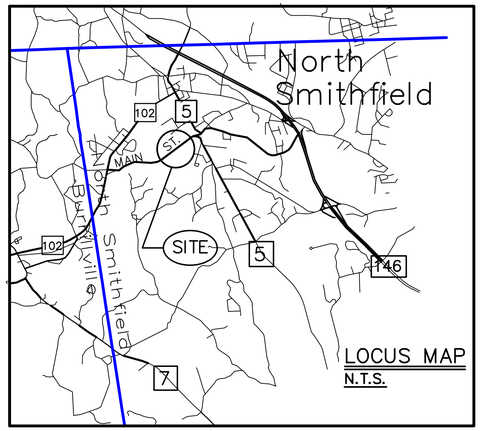
PRE-BID CONFERENCE

There will be no pre-bid conference for this project.

APPENDIX A

CONTRACT DRAWINGS

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
##	RI	405-421-971	####	#	####



LOCUS MAP
N.T.S.

SPECIAL NOTES:

1. CONTRACTOR SHALL GIVE THE N. SMITHFIELD WATER & SEWER DEPT. AT LEAST 24 HOURS NOTICE PRIOR TO COMMENCING WORK. CONTACT: RUSSELL CARPENTER (SUPERINTENDENT); 401-767-2200, EXT. 320
2. WATER MAIN SERVICES WHICH MAY BE IN CONFLICT WITH PROPOSED STORM DRAIN SHALL BE COORDINATED W/THE N. SMITHFIELD WATER DEPT. PRIOR TO ANY SUCH WATER SERVICE REMOVAL & REPLACEMENT.

THE KENDALL COMPANY
FEB. 1947

ROGER A. NAULT
DEC. 1961

EXISTING DETERIORATED CLOSED DRAINAGE SYSTEM
DP

BM SOUTH FLANGE BOLT
ELEV 254.64 (NAVD88)

BM SPIKE 1.5' UP POLE NO. 13
ELEV 251.82 (NAVD88)

56 LF – 12" HDPE
SLOPE = 0.005

MAINTAIN POSITIVE GUTTER FLOW TO PROPOSED CATCH BASIN RIM

CB Grate Elev. = 252.18
Inv 12" CMP (Out) = 249.89

EXISTING CB1
6.2.0
R&D EXIST'G. GRATE, CONC. APRON & CONC. INLET STONE
REBUILD TOP CORBEL AND RESET FRAME & COVER FLUSH WITH DRIVEWAY GRADE

PROPOSED DRIVEWAY APRON
DFP BCD

REPLACE W/4" CLASS 12.5 HMA

STA. 0+95RT EXISTING CB
CB Rim Elev. = 251.72
Inv 12" CMP (In) = 247.95
Inv 12" VCP (In) = 246.56
Inv 18" CMP (Out) = 245.62

EXISTING CB2
STA. 1+56RT EXISTING CB
CB Grate Elev. = 251.33
Inv 12" CMP (In) = 248.82
Inv 12" VCP (Out) = 248.72

STA. 1+56 RT.
R&D EX. CB & REPLACE W/NEW RI STD. 4.4.0
4.4.0 6.3.2

124 LF – 12" HDPE
SLOPE = 0.005

REMOVE & RESET FENCE SECTION (9 LF)

EXISTING CB3
STA. 2+80RT EXISTING CB
CB Grate Elev. = 251.19
Inv 12" CMP (Out) = 249.63

STA. 2+86 RT.
R&D EX. CB & REPLACE W/NEW RI STD. 4.4.0
4.4.0 6.3.2

312 LF – 12" HDPE
SLOPE = 0.0096

REMOVE & RESET SIGN

R&D PORTION OF EXISTING CONC. WALK 7 REPLACE WITH RI STD. 43.1.0 CEMENT CONCRETE SIDEWALK

152 LF – 12" HDPE
SLOPE = 0.005

STA. 6+06 RT NEW CB
R&D EX. CB & REPLACE W/NEW RI STD. 4.4.0
4.4.0 6.3.2
CB Rim Elev. = 247.1
Inv 12" HDPE (IN) = 242.66
Inv 12" HDPE (OUT) = 242.66

POST OFFICE

EXISTING DMH
DMH Rim Elev. = 245
Inv 18" HDPE (IN)= 2
Inv 12" CMP (OUT)= 2

AP 4 Lot 153
AP 4 Lot 279
AP 4 Lot 127
AP 4 Lot 136
AP 4 Lot 135
AP 4 Lot 2

RIGHT - OF - WAY

RI DOT
RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
SURVEY SECTION

DESIGNED BY: M.J.D.
CHECKED BY: ###
DATE: MAY 22, 2019
SHEET: 1
OF: 1

SCALE: 1"=20'
GRAPHIC SCALE

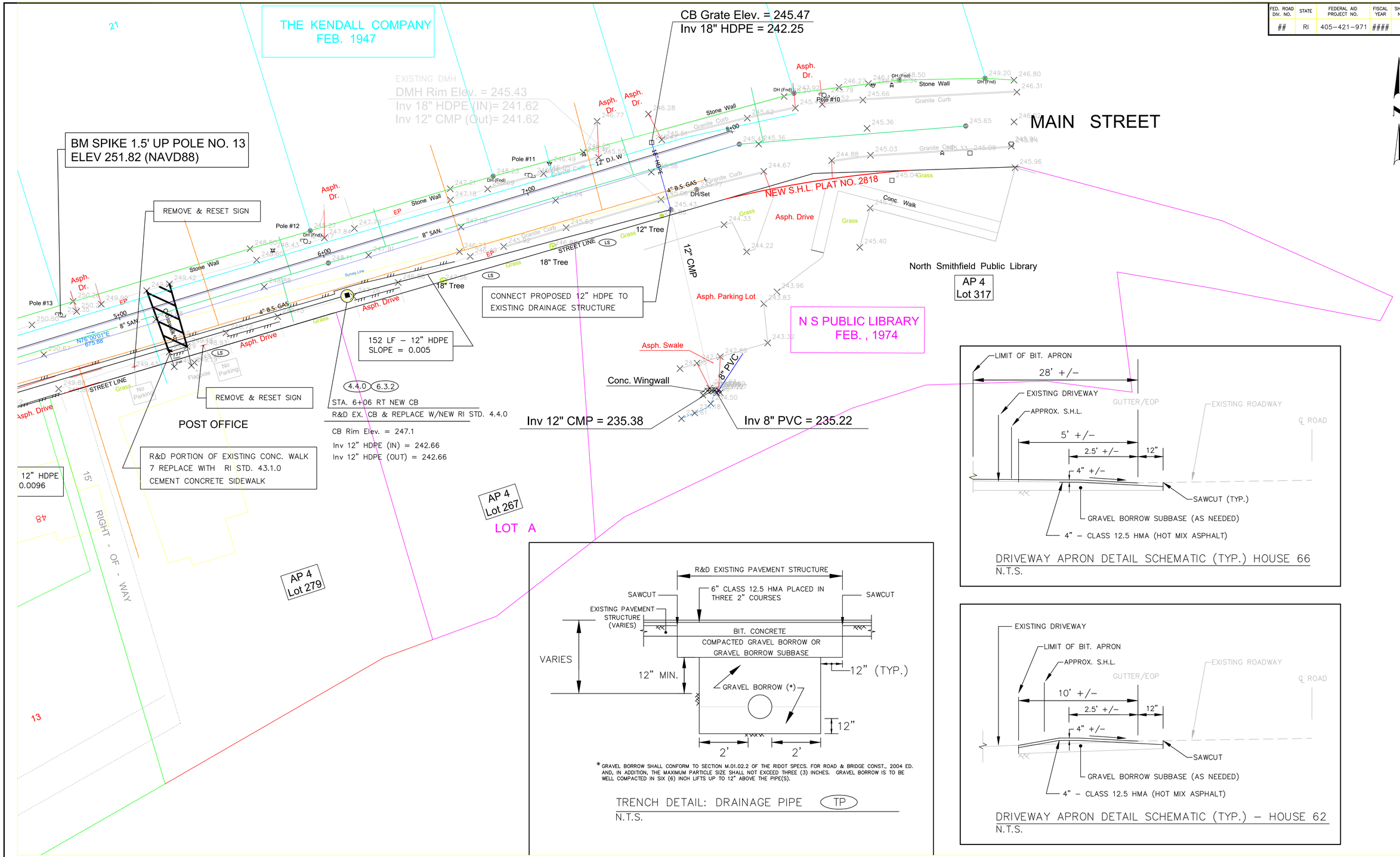
REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

MAIN STREET DRAINAGE REPAIRS
NORTH SMITHFIELD RHODE ISLAND

GENERAL PLAN 1

U:\DEROTTO\LAND PROJECTS_AUTOCAD FILES\66 MAIN ST – N SMITHFIELD.DWG PER DPM 450.06

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
##	RI	405-421-971	####	#	####



TRENCH DETAIL: DRAINAGE PIPE (TP)
N.T.S.

DRIVEWAY APRON DETAIL SCHEMATIC (TYP.) HOUSE 66
N.T.S.

DRIVEWAY APRON DETAIL SCHEMATIC (TYP.) – HOUSE 62
N.T.S.

RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
SURVEY SECTION

DESIGNED BY: M.J.D.
CHECKED BY: ###
DATE: FEB. 13, 2019
SHEET: 1
OF: 1

SCALE: 1"=20'
GRAPHIC SCALE

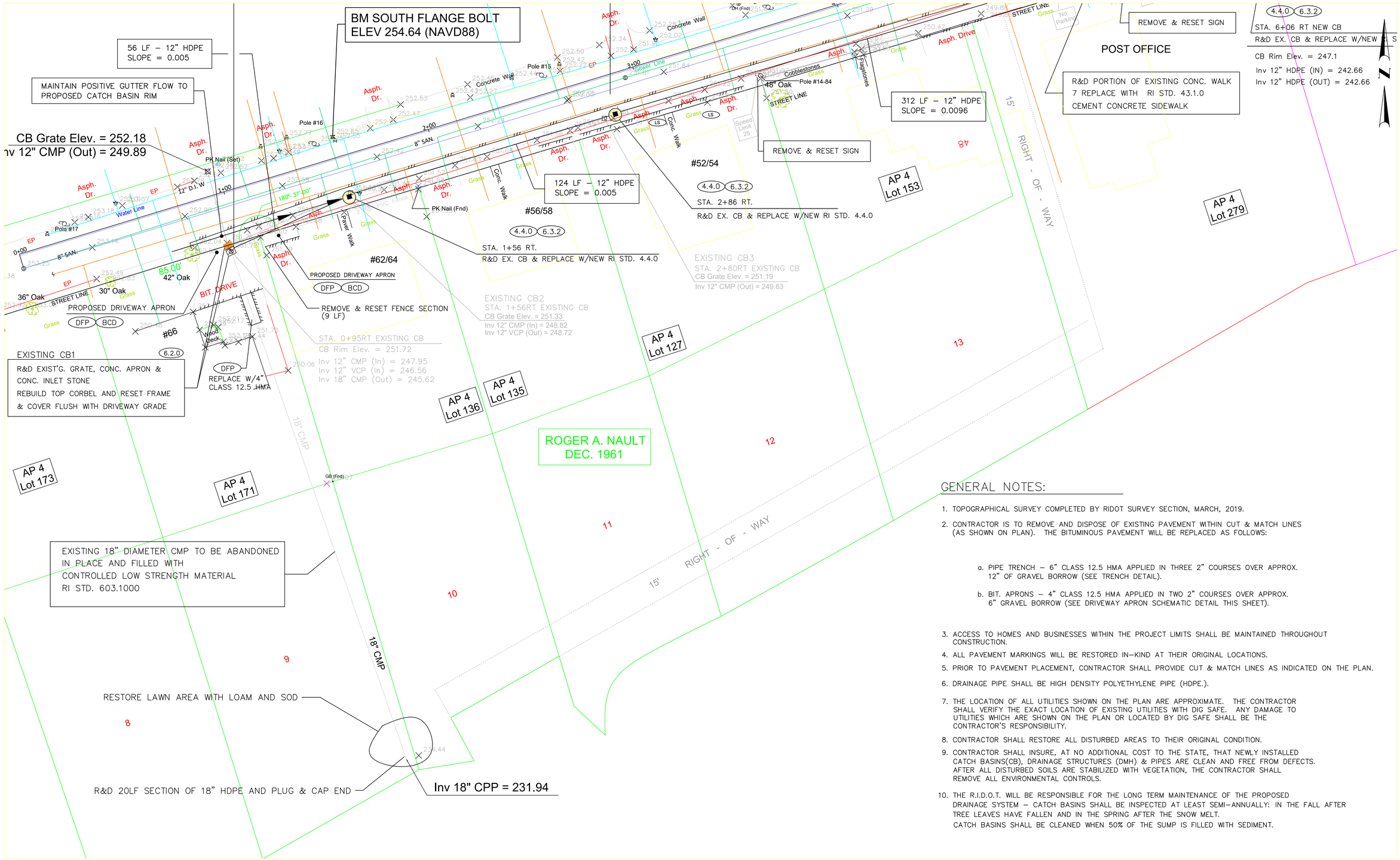
REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

MAIN STREET DRAINAGE REPAIRS
NORTH SMITHFIELD RHODE ISLAND

GENERAL PLAN 2

U:\DEROTTO\LAND PROJECTS_AUTOCAD FILES\66 MAIN ST – N SMITHFIELD.DWG PER DPM 450.06

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
##	RI	405-421-971	####	#	####



GENERAL NOTES:

1. TOPOGRAPHICAL SURVEY COMPLETED BY RIDOT SURVEY SECTION, MARCH, 2019.
2. CONTRACTOR IS TO REMOVE AND DISPOSE OF EXISTING PAVEMENT WITHIN CUT & MATCH LINES (AS SHOWN ON PLAN). THE BITUMINOUS PAVEMENT WILL BE REPLACED AS FOLLOWS:

   a. PIPE TRENCH – 6" CLASS 12.5 HMA APPLIED IN THREE 2" COURSES OVER APPROX. 12" OF GRAVEL BORROW (SEE TRENCH DETAIL).

   b. BIT. APRONS – 4" CLASS 12.5 HMA APPLIED IN TWO 2" COURSES OVER APPROX. 6" GRAVEL BORROW (SEE DRIVEWAY APRON SCHEMATIC DETAIL THIS SHEET).

3. ACCESS TO HOMES AND BUSINESSES WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. ALL PAVEMENT MARKINGS WILL BE RESTORED IN-KIND AT THEIR ORIGINAL LOCATIONS.
5. PRIOR TO PAVEMENT PLACEMENT, CONTRACTOR SHALL PROVIDE CUT & MATCH LINES AS INDICATED ON THE PLAN.
6. DRAINAGE PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE.).
7. THE LOCATION OF ALL UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EXISTING UTILITIES WITH DIG SAFE. ANY DAMAGE TO UTILITIES WHICH ARE SHOWN ON THE PLAN OR LOCATED BY DIG SAFE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
8. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITION.
9. CONTRACTOR SHALL INSURE, AT NO ADDITIONAL COST TO THE STATE, THAT NEWLY INSTALLED CATCH BASINS(CB), DRAINAGE STRUCTURES (DMH) & PIPES ARE CLEAN AND FREE FROM DEFECTS. AFTER ALL DISTURBED SOILS ARE STABILIZED WITH VEGETATION, THE CONTRACTOR SHALL REMOVE ALL ENVIRONMENTAL CONTROLS.
10. THE R.I.D.O.T. WILL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE PROPOSED DRAINAGE SYSTEM – CATCH BASINS SHALL BE INSPECTED AT LEAST SEMI-ANNUALLY: IN THE FALL AFTER TREE LEAVES HAVE FALLEN AND IN THE SPRING AFTER THE SNOW MELT.
    CATCH BASINS SHALL BE CLEANED WHEN 50% OF THE SUMP IS FILLED WITH SEDIMENT.

RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
SURVEY SECTION

DESIGNED BY: M.J.D.
CHECKED BY: ###
DATE: FEB. 13, 2019
SHEET: 1
OF: 1

SCALE: 1"=20'
GRAPHIC SCALE

REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

MAIN STREET DRAINAGE REPAIRS

NORTH SMITHFIELD RHODE ISLAND

GENERAL PLAN 3

U:\DEROTTO\LAND PROJECTS_AUTOCAD FILES\66 MAIN ST – N SMITHFIELD.DWG PER DPM 450.06

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
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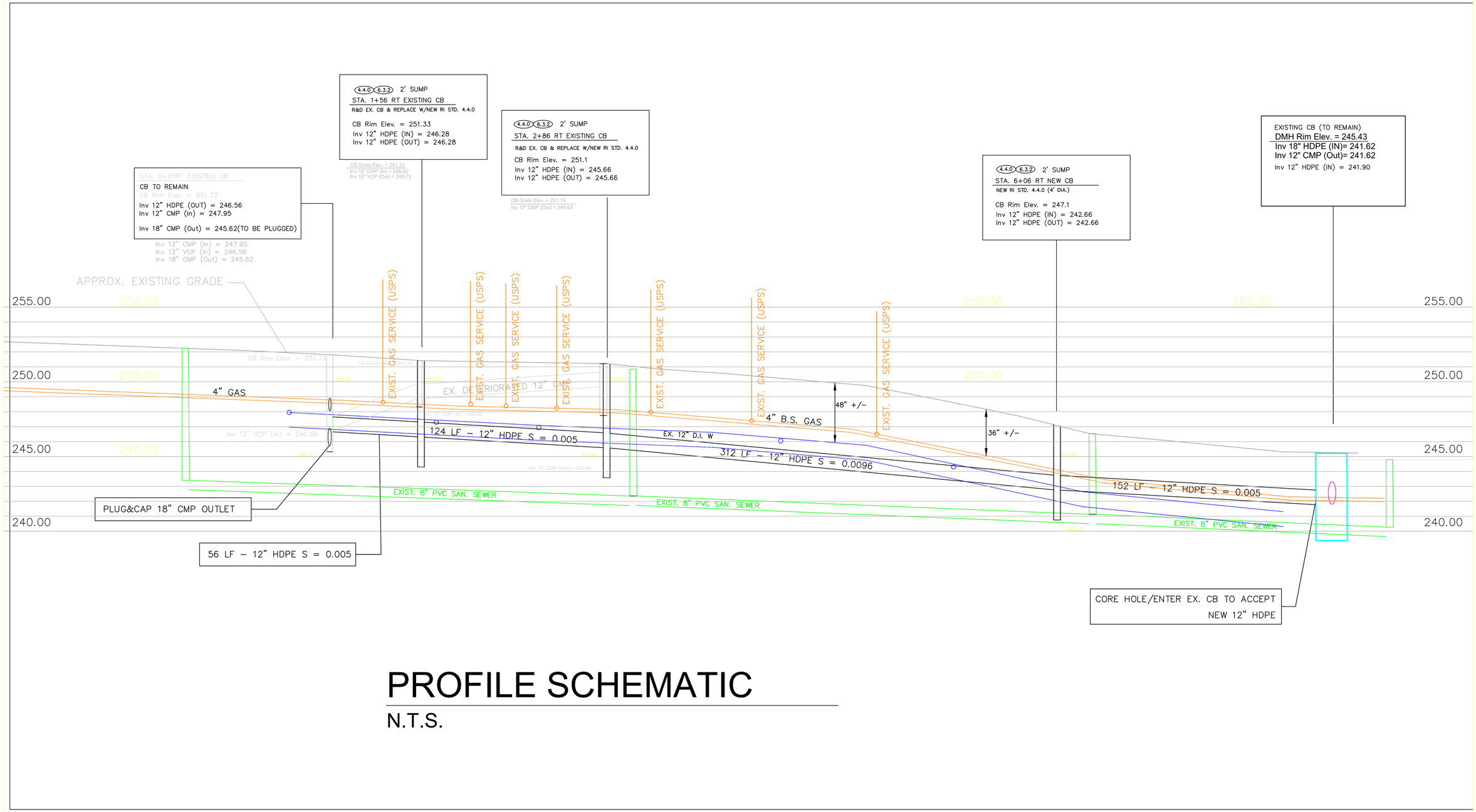

PROFILE SCHEMATIC

N.T.S.

RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
SURVEY SECTION

DESIGNED BY: M.J.D.
CHECKED BY: ###
DATE: FEB. 13, 2019
SHEET: 1
OF: 1

SCALE: 1"=30'
GRAPHIC SCALE

REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

MAIN STREET DRAINAGE REPAIRS

NORTH SMITHFIELD RHODE ISLAND

PROFILE

U:\DEROTTO\LAND PROJECTS_AUTOCAD FILES\66 MAIN ST – N SMITHFIELD.DWG PER DPM 450.06

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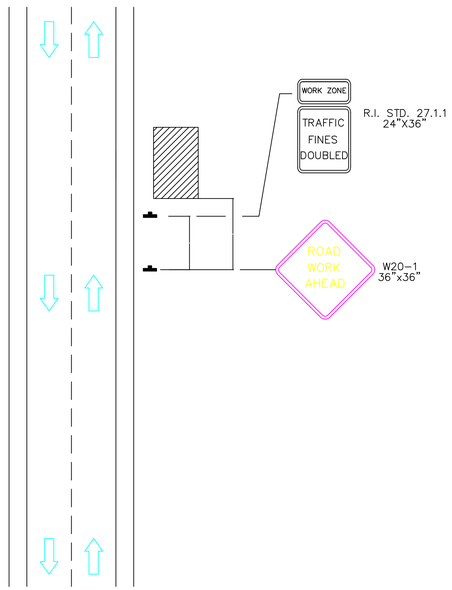
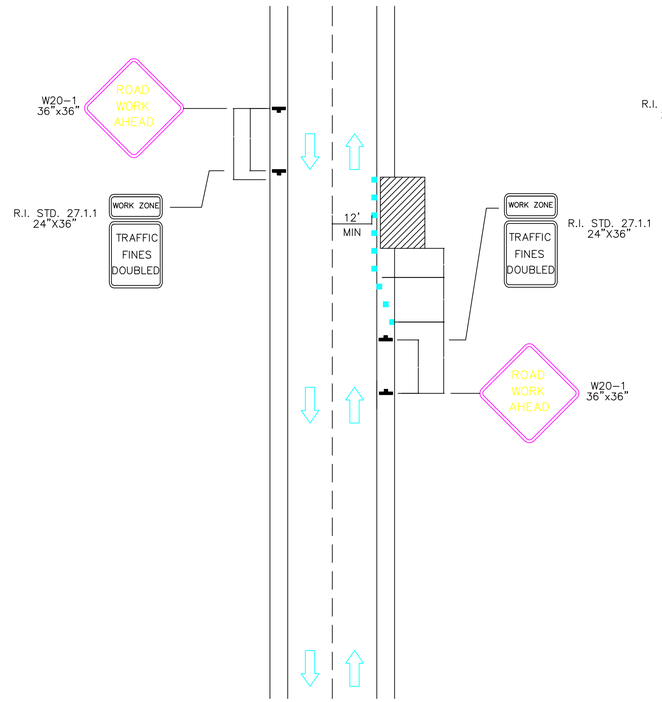
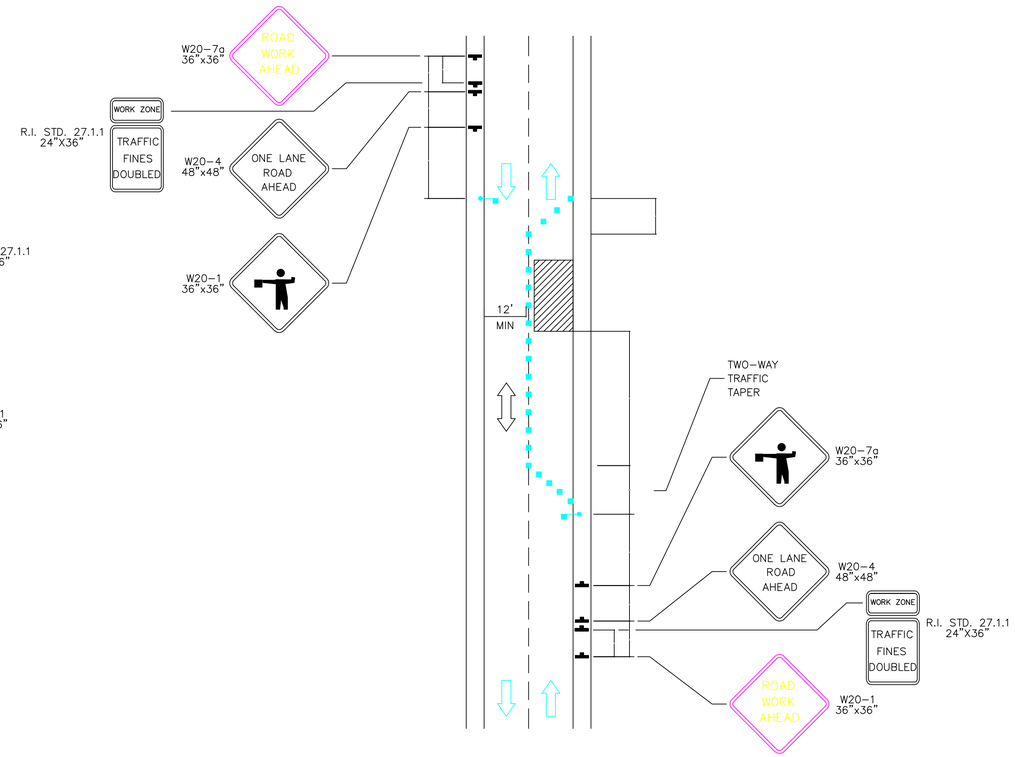


WORK BEYOND THE SHOULDER
NOT TO SCALE



SHOULDER WORK WITH MINOR ENCROACHMENT
NOT TO SCALE



LANE CLOSURE FOR ONE LANE, TWO WAY TRAFFIC CONTROL
NOT TO SCALE

RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
SURVEY SECTION

DESIGNED BY: M.J.D.
CHECKED BY: ###
DATE: MAY 29, 2019
SHEET: 1
OF: 1

SCALE: AS NOTED
20 0 10 20 10 80
GRAPHIC SCALE

REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

MAIN STREET DRAINAGE REPAIRS

NORTH SMITHFIELD CONTRACT: ## VOLUME: # RHODE ISLAND

TRAFFIC CONTROL PLAN

U:\DEROTTO\LAND PROJECTS_AUTOCAD FILES\66 MAIN ST – N SMITHFIELD.DWG PER DPM 450.06

APPENDIX B

TRAFFIC MANAGEMENT PLAN (TMP)

LEVEL 3 TRANSPORTATION MANAGEMENT PLAN

Project Name: **Drainage Improvements**
RI Design Contract No(s): **2006-SH-004**
RI Construction Contract No(s): **2018-CM-050**

Submission: **90%** Date: **May 16, 2019**

PROJECT INFORMATION

Brief Project Description: This project will include, but not be limited to saw cutting of bituminous pavement, maintenance and protection of traffic, removal of bituminous asphalt, earth/trench excavation, installing RI Std. drainage structures, removing deteriorated drainage pipes and catch basins, installing new H.D.P.E. pipe; installation of RI Std. Berm & bit. driveway aprons; placement of loam & seed, sod; placement of new gravel subbase & bit. concrete pavement structure and pavement markings.

Work Limits: This work will take place along Main Street in N. Smithfield between the N. Smithfield Public Library and House No. 66 Main Street, North Smithfield, RI

ROADWAYS DIRECTLY AFFECTED BY PROJECT WORK ZONES

ROADWAY NAME	FROM	TO	LENGTH
Main Street	Route 5	House No. 66 Main Street	0.2 mile

General Project Schedule*: The work is expected to begin July, 2019 and is expected to be complete by September 15, 2019

*The information in this section is not intended to and shall not supersede the official schedule for the project.

TRAFFIC-RELATED WORK RESTRICTIONS

General Restrictions: See General Restrictions Chart: During non-working hours (including daytime, evenings, weekends and holidays as applicable), the Contractor must maintain all lanes open to traffic when work is not in progress. Safe access and egress to side streets and residential & commercial driveways must be maintained at all times.

Holiday Restrictions: No lane and/or shoulder closures allowed after 1:00 PM on the Friday preceding a holiday weekend.

EASTER SUNDAY
No lane and/or shoulder closures allowed on Saturday.
No lane and/or shoulder closures allowed on Sunday.*

NEW YEAR'S DAY, VETERAN'S DAY, INDEPENDENCE DAY & CHRISTMAS DAY
No lane and/or shoulder closures allowed after 1:00 PM on the day before the holiday.
No lane and/or shoulder closures allowed on the holiday.

DR. MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, VICTORY DAY, LABOR DAY, & COLUMBUS DAY
No lane and/or shoulder closures allowed on Saturday and Sunday.
No lane and/or shoulder closures allowed on Monday.*

THANKSGIVING DAY
No lane and/or shoulder closures allowed after 1:00 PM on the Wednesday preceding Thanksgiving Day.
No lane and/or shoulder closures allowed on Thanksgiving Day.
No lane and/or shoulder closures allowed on Friday and Saturday.
No lane and/or shoulder closures allowed on Sunday.*

TEMPORARY TRAFFIC CONTROL PLANS

These RIDOT- and/or Designer-Developed TTC Plans will be used during the work on this project

	RIDOT TYPICAL TTC PLANS	Included in: TMP	Included in: Plan Set
	Mobile Operation		
√	Work Beyond the Shoulder		X
	Shoulder Closure - Two Lane Road		
	Shoulder Closure - Limited Access		
	1-Side Lane Shift - Two Lane Road		
	2-Side Lane Shift - Two Lane Road		
	Lane Shift - Limited Access		
√	Lane Closure - Two Lane Road		X
	Lane Closure - Four Lane Road		
	Lane Closure - Limited Access		
	Double Lane Closure - Limited Access		

DESIGNER-DEVELOPED TTC PLANS	Included in: TMP	Included in: Plan Set

PUBLIC INFORMATION PLAN

These strategies will be used to provide information concerning the project to road users and the community

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
RIDOT travel advisories news releases	RIDOT TMP Imp. Mngr. to send CMG Restriction Form to Communications min. 48 hours in advance of restriction.
RIDOT travel advisories web site	RIDOT TMP Imp. Mngr. to send CMG Restriction Form to Communications min. 48 hours in advance of restriction.
RIDOT 511 traveler information system	RIDOT TMP Imp. Mngr. to send CMG Restriction Form to TMC min. 48 hours in advance of restriction.
Highway advisory radio (HAR)	Permanent (existing) RIDOT HAR systems to be updated by RIDOT TMC as applicable based on submitted CMG Restriction Form.
Paid advertisements	RIDOT to prepare advertisements, e.g. newspaper, radio, TV, as necessary to inform the public.
Other press releases/media alerts	RIDOT to use social media to inform the public of the location of work.

TRANSPORTATION OPERATIONS PLAN

These strategies will be used to provide improved transportation operations/safety within project work zones

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS

PERFORMANCE MONITORING, CHANGES TO TMP, & CONTINGENCIES

The **Contractor's TMP Implementation Manager (if identified below)** is responsible for keeping the portion of the project being used by public traffic in a condition that (1) safely and adequately accomodates such traffic and (2) is in accordance with the Traffic-Related Work Restrictions, the Temporary Traffic Control Plans, and where appropriate, the other transportation management strategies identified above. The **RIDOT TMP Implementation Manager** should inspect the project work zones at initial setup, at the start of each subsequent work day, and just prior to extended breaks in the work (e.g., weekends) for conformance with the Temporary Traffic Control Plans, the ATSSA Quality Guidelines for Work Zone Traffic Control Devices, and where applicable, the other transportation management strategies identified above. He/she should also document work zone-related feedback and/or legitimate complaints that are received from the public through phone calls, in person, in writing, or by electronic mail.

If at any time (1) a significant deviation from any of the strategies included in the TMP (e.g., the use of an alternate construction sequence) is desired by one or more members of the project implementation team, (2) field observations and/or data suggest that impacts to road users are or will be unacceptable, or (3) one or more performance requirements established in the TMP are not being met in the field, the RIDOT TMP Implementation Manager shall report the situation to his/her supervisor or Division/Section/Unit manager. The supervisor / manager will coordinate with the State Traffic Engineer, the Project Manager Chief, the TMP Implementation Manager(s), the Chief Engineer, and/or other interested parties as appropriate and/or necessary to consider and determine whether revised and/or alternate strategies should be implemented in an effort to lessen the adverse safety and/or mobility impacts of the project. If the supervisor / manager deems that strategy changes should be implemented, the changes shall be documented in a revised version of the TMP and the Project Management Chief, the State Traffic Engineer, and the Chief Engineer must approve of the revised TMP prior to their implementation.

If a significant deviation from any of the strategies included in the TMP is requested by the Contractor, unless directed otherwise by the RIDOT the Contractor is responsible for preparing and submitting to the RIDOT TMP Implementation Manager appropriate documentation (e.g., design calculations, analysis reports, Temporary Traffic Control Plans, etc.) showing that the requested change(s) are (1) feasible and (2) expected to result in safety and mobility impacts that are no more adverse than the impacts resulting from the strategies already included in the latest approved TMP. The RIDOT will review and consider the submittal(s) as described in the preceding paragraph and will determine whether the changes should be implemented. If the requested changes are approved by the RIDOT, unless otherwise directed by the RIDOT the Contractor shall prepare and submit to the RIDOT TMP Implementation Manager a revised version of the latest approved TMP in both printed and electronic (Microsoft® Excel) format that documents all of the approved changes. Work to implement the changes shall not begin until the Project Management Chief, the State Traffic Engineer, and the Chief Engineer have approved of the revised TMP.

When unexpected events (e.g., crashes, inclement weather, unforeseen traffic demands, etc.) occur in a project work zone where one or more lanes are closed, the RIDOT TMP Implementation Manager or his/her responsible designee should (1) determine whether or not the lane closure(s) can/should be removed in order to improve traffic operations and/or minimize delays and (2) if deemed appropriate, take action to remove the lane closure(s).

Other Requirements:

TMP APPROVALS

All approvals must be obtained prior to start of work.

PROJECT MANAGEMENT CHIEF	STATE TRAFFIC ENGINEER	CHIEF ENGINEER
Signature: n/A	Signature	Signature:
~~David W. Fish, P.E.~~	Steve Pristawa, P.E.	Robert Rocchio, P.E.
Date:	Date 5-23-19	Date: 5-28-19

Revision #	Initials	Date	Revision #	Initials	Date	Revision #	Initials	Date

TMP IMPLEMENTATION MANAGERS

Project managers with the primary responsibility & authority for implementation of this TMP

RIDOT		CONTRACTOR (if contract work)	
Name:		Name:	
Title:		Title:	
Unit:		Company/Unit:	
Office Phone:		Office Phone:	
Mobile Phone:		Mobile Phone:	
E-Mail:		E-Mail:	

Attachment to Level 3 TMP - / Drainage Improvements
TRAFFIC-RELATED WORK RESTRICTIONS / General Restrictions:

Location	Time of Day		MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC[1,2]						
			Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Main Street	0:00	6:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL
	6:00	9:00	ALL	ALL L	ALL L	ALL L	ALL L	ALL L	ALL
	9:00	15:00	ALL	1 L ALT	1 L ALT	1 L ALT	1 L ALT	1 L ALT	ALL
	15:00	18:00	ALL	ALL L	ALL L	ALL L	ALL L	ALL L	ALL
	18:00	0:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL

ALL	All travel lanes and shoulders shall remain open to traffic
ALL L	All existing travel lanes shall remain open to the public
1 L ALT	1 lane shall remain open to the public

NOTES

1 The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.

2 The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

APPENDIX C

GUIDELINES FOR PIPE INSTALLATION IN THE VICINITY OF NATIONAL GRID-GAS FACILITIES

Guidelines for Earth Shoring around Gas Pipes
Permanent and Temporary Earth Shoring Systems

DESCRIPTION

When the installation of underground utilities or structures affect gas pipes or gas structures, all the design plans and specifications shall be submitted to Nationalgrid for review and approval of the proposed earth shoring methods. Some work may require elaborate and/or complex earth shoring designs and some work may only require a description of the work being done along with simple shoring solutions. Nationalgrid shall review the proposed work for proper design and conformance to Nationalgrid specifications. Also, Nationalgrid can meet with the owner before the project begins and decide on a "case-by-case" basis if plans are needed or if a description of the work is sufficient.

Should protection be required for gas utilities, the contractor will be required to provide an adequate earth shoring system (steel sheet piling, soldier piling & lagging, timber bracing, whaler bracing system, trench box, etc.). The temporary or permanent earth shoring system shall be furnished, installed and left in place, or removed, installed and disposed of properly by the contractor. This work shall be done in accordance with the job specific specifications and details shown on the approved set of Plans.

In all cases where sheeting is left in place after construction, it will be cut off a distance of two feet below grade.

The earth shoring system shall be of sufficient length and adequate section modulus to provide adequate resistance of loads and conditions involved to safely sustain earth banks, gas pipes and facilities, and any other adjoining structures, which may endanger gas pipes by settlement or loss of ground.

GENERAL NATIONALGRID CONSIDERATIONS

- Steel sheet piling shall not be driven within five feet of cast iron gas pipe (this holds true for soils of medium to coarse sand with very little fines or silts. Cohesive and "silty" soils (28% silt or greater) requires an even greater horizontal distance – approximately 10 feet). Soldier piling and lagging may be an alternative shoring method should these distances not adequately be met.
- As required by OSHA, a minimum 2:1 slope of the embankment must always be maintained in an excavation trench or pit. Should this 2:1 slope (angle of repose) interfere with Nationalgrid utilities, the affected must be protected from potential or horizontal settlement.
-
-

Other than steel trench–boxes, which are suitable for all types of soils, a Registered, Professional Engineer shall prepare designs and computations for these support systems. Nationalgrid reserves the right, during the review process, to require additional support and shoring in areas where shoring may not be sufficient in Nationalgrid's opinion.

At the time of construction, the contractor's attention is specifically directed to the proximity of the gas pipe and relation to the sheeting work. In regard thereto, it shall be the contractor's responsibility to give a 24-hour advance notice to Nationalgrid so our inspector may be present during such work. Furthermore, the contractor shall maintain all excavations in good order, during construction, as to not undermine or reduce the stability of the shoring system, which may have adverse effects on the protected gas pipes.

Guidelines for Support of Gas Pipes
Temporary Support of Gas Pipes

DESCRIPTION

This work shall consist of temporarily supporting gas pipes, during construction work and related activities. Any gas pipe that is exposed shall follow this specification stipulating pipe support criteria. Whether gas pipe is located directly in the excavation trench box or if it is located in the excavated adjacent slopes (Angle of Repose), all gas pipe must be supported.

When gas pipe is undermined for 5 feet or more at any given time, Nationalgrid must be notified and a decision will be made on what type of support system will be utilized. Nationalgrid reserves the right to insist that a Rhode Island Registered Professional Engineer submit plans, if the gas pipe being supported exceeds an unsupported span length of 12 feet, is located in cohesive soils (wet, silty soils), or feels that the structural integrity of the gas distribution system may be compromised.

All cast iron gas pipes will be replaced and not be temporarily supported, unless determined differently by Nationalgrid. This criterion is in accordance with Section 6315.6 of Nationalgrid's *Operations Standards and Practices Manual*.

The following criteria should be used as guidelines when undermining existing steel or plastic gas pipes:

STEEL GAS PIPE

If pipe is undermined for a distance 5 and 10 feet, the support system should consist, as a minimum, of adequately sized steel I-beams, steel plate girders, or 6" x 6" wood beams (Hem-Fir) with a sling supporting the pipe mid-span. For distances greater than 10 feet, these temporary support beams will have slings supporting the pipe every 10 to 12 feet along the length of the undermined pipe. Furthermore, when a mechanical coupling or fitting is encountered at any span length, the slings must be placed on either side of the fitting to avoid buckling.

PLASTIC GAS PIPE

If pipe is undermined for a distance between 5 and 10 feet, the support system should consist, as a minimum, of adequately sized steel I-beams, steel plate girders, or 4” x 4” wood beams (Hem-Fir) with a sling supporting the pipe mid-span. For distances greater than 10 feet, these temporary support beams will have slings supporting the pipe every 10 to 12 feet along the length of the undermined pipe. Furthermore, when a mechanical coupling or fitting is encountered, the slings must be placed on either side of the fitting to avoid buckling.

Guidelines for Backfill and Compaction Around Gas Pipes
Temporary Permanent Backfill and Compaction

DESCRIPTION

This work shall consist of backfilling and compacting all disturbed material at and around existing gas pipes and facilities. Size of pipe, material, length of exposed pipe, location of pipe, etc. will all follow the same set of Standards and Specifications stipulated by Nationalgrid Company. If design plans call for gas pipes to be exposed and supported (sheeting methods not used), then at the time of backfill, all disturbed material below the invert of the gas pipe shall be removed and replaced with suitable roadway or trench excavation material or bedding material. The contractor will not be allowed to replace this disturbed material with the same existing material if it has now been mixed with adjacent silty subsoil (clays) and fines. Well-graded gravel and sands will be used to replace the unsuitable material when no excess suitable material is available on site. Soils with high humus or mineral content should not be used for backfill because they can promote electrolytic or bacterial attack.

Backfilling the gas pipe should begin immediately after the work in that location is complete. The region within 6' alongside and on top of the gas pipe shall be backfilled with padding sand (free of cinders, ash and rock). In no case shall the material used for backfilling in this region contain any stones. Backfill shall consist of suitable materials (medium to coarse sands with little or no silts) placed in layers of not more than 8" to 12" after compaction.

Trench spoil material shall be suitable for backfilling above the padding material as long as rocks with a diameter larger than 3" are removed. The layers shall be mechanically compacted to the industry standard of 95% or until a density comparable to the unexcavated material is achieved. In some instances, flooding with water is an acceptable method of compaction but only if the back-fill material is clean, coarse and adequate drainage is existent. The above specified backfill material is essential in order to attain the degree of compaction necessary to avoid future settlement.

Tracing wire, if necessary, shall be installed 2" to 6" below Plastic gas pipes

Warning Tape shall be installed approximately 12" above the gas pipe.

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

Appendix D

Required Forms

These Forms are To Be Filled In and Submitted With Your Bid

- DEBAREMENT FORM
- LOBBING FORM
- CONFLICTS DISCLOSURE STATEMENT
- ANTI-COLLUSION CERTIFICATE
- CERTIFICATION FOR TITLE VI ASSURANCE
- REQUIREMENT FOR AFFIRMATIVE ACTION

Also Attached are the Federal Wage Rates

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

Drainage Repairs-Main Street-North Smithfield- 2019-OM-050

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.5 10, the prospective primary participant _____, _____, being duly sworn (or executed under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily Excluded from covered transactions by any Federal department or agency;

b.) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;

d.) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Signature:_____Date:_____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity,not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any o her aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046

(see reverse for public burden disclosure)

1. Type of Federal Action:
   - ☐ a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action:
   - ☐ a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type:
   - ☐ a. initial filing
   - b. material change

   For Material Change Only:
   year _____ quarter _____
   date of last report _____

4. Name and Address of Report Entity:
   ☑ Prime ☐ Subawardee
   Tier ___, if known:

   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable: _____

8. Federal Action Number, if known:

9. Award Amount, if known:

   $

10. a. Name and Address of Lobbying Entity:

    (if individual, last name, first name, mi):

10. b. Individuals Performing Services (including address if different from No. 10a)

    (last name, first name, mi):

11. Amount of Payment (check all that apply)

    $_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
    - ☐ a. cash
    - ☐ b. in-kind; specify: nature _____
      value _____

13. Type of Payment (check all that apply):
    - ☐ a. retainer
    - ☐ b. one-time fee
    - ☐ c. commission
    - ☐ d. contingent fee
    - ☐ e. deferred
    - ☐ f. other; specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ yes ☑ no

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

    Signature: _____

    Print Name: _____

    Title: _____

    Telephone No: _____ Date: _____

For Federal use Only:

Authorized for Local Reproduction
Standard Form – LLL-A

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- Owners;
- Directors;
- Principals;
- Officers, board members, or individuals with corporate authority;
- If the vendor is a partnership, the applicant's partners;
- If the vendor is a limited liability company, its members and managers;
- Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: _____

_____

I, _____ **hereby certify as follows:**

I am employed as a _____ **of** _____
[TITLE] **[COMPANY]**
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**

☐ **I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

_____

SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

Revised: 4/12/2002

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
[Unsworn Declaration]

Drainage Repairs-Main Street-North Smithfield 2019-CM-050

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

To the: **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**
DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of _____

County of _____

I, _____, _____, under penalty under the laws of the United States, do depose and say:

On behalf of _____, of_____ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Contract Number _____, Federal-Aid Project Number _____ , County of _____ Town-City _____, Road-Bridge _____.

Signature: _____Date:_____

USDOT Standard Title VI/Nondiscrimination Assurances for Contractors DOT Order 1050.2A

Project: Drainage Repairs-Main Street-North Smithfield 2019-CM-050

I, _____, _____Job Title _____, a duly authorized representative of _____Company Name _____ do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

_____
Signature of Authorized Official

_____
Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

<u>Pertinent Non-Discrimination Authorities:</u>

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on

the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Last Update: November 2017

BID CONDITIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	3.0% R.I. Except Newport County	6.9%
	3.1% Newport County	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to met the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs through the Area Director, OFCCP, 169 Weybosset Street, Providence, Rhode Island 02903, within 10 working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this Solicitation, the "covered area" is the State of Rhode Island.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

1. As used in these specifications:

   (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted.

   (b) "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority.

   (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   (d) "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identifi- cation).

2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in a approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical

area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability to employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all on site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization responses.

   (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

   (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation is assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards

accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, Supervisors, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection procedures.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor associations, joint contractor union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of

actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though a Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee,helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.).

    (a) A Form 257, Monthly Employment Utilization Report, is to be completed by both Contractor and Subcontractors, and signed by the designated EEO Officer or an authorized representative of the prime or subcontractor. The reports are to be submitted by the 5th of each month during the term of the contract. The Contractor shall submit an aggregate Form 257 showing its entire work force, minority work force, and female work force (in work hours), on all construction work (Federal and non-federally assisted) in the covered area. The Contractor shall collect and submit reports for each Subcontractor's aggregate work force, providing the same information as above.

    (b) The Contractor shall submit a Form PR-1391, Federal-Aid Highway Construction Contractors' Annual EEO Report, to be completed by the Contractor and each Subcontractor for every month of July, during which work was performed and submitted to the State. **A separate report is to be completed for each Contractor and subcontractor holding contracts or subcontracts exceeding $10,000.00, except where specified.** The employment data entered should reflect the work force on board during all or any part of

the last payroll period preceding the end of the month of July.

NOTE: Include the R.I. Contract Number in the upper right hand corner of the form.

(c) The Contractor shall submit a Form EEO-10, Federal-Aid Highway Construction Contractors' Semiannual Training Report, to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontractors under it who have provided training during the reporting period under the training special provision). This report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee, and two (2) copies submitted to the State.

These reports are required by the Public Laws of Rhode Island (1960), Chapters 85, 96, & 88; 23 U.S.C., 140(a); 23 CFR, Part 23; and Executive Order 11246.

FEDERAL WAGE RATES

"General Decision Number: RI20190001 06/14/2019

Superseded General Decision Number: RI20180001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to

the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	04/05/2019
3	05/03/2019
4	05/24/2019
5	06/07/2019
6	06/14/2019

ASBE0006-006 06/01/2015

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	$ 31.63	18.30

ASBE0006-008 09/01/2018

	Rates	Fringes
Asbestos Worker/Insulator Includes application of		

all insulating materials,
protective coverings,
coatings & finishes to all
types of mechanical systems.$ 42.38 28.75

BOIL0029-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	$ 42.42	24.92

BRRI0003-001 06/01/2019

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	$ 40.48	27.52

BRRI0003-002 03/01/2019

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	$ 39.26	27.92

BRRI0003-003 03/01/2019

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	$ 33.00	26.73

CARP0094-001 01/01/2019

	Rates	Fringes
CARPENTER (Includes Soft		

Floor Layer)	$ 37.13	28.45
Diver Tender	$ 36.28	27.15
DIVER	$ 47.08	27.15
Piledriver	$ 37.13	28.45
WELDER	$ 38.13	28.45

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive $1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: $.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: $.50 per hour additional.

The designated piledriver, known as the ""monkey"": $1.00 per hour additional.

CARP1121-002 10/01/2017

	Rates	Fringes
MILLWRIGHT	$ 36.85	27.50

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* ELEC0099-002 06/01/2019

	Rates	Fringes
ELECTRICIAN	$ 40.40	57.24%
Teledata System Installer	$ 30.30	13.10%+14.53

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

ELEV0039-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 51.56	33.705+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 06/01/2019

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind		

turbines, subterranean &
other marine and heavy
construction work)

GROUP 1	$ 41.30	25.95+a
GROUP 2	$ 39.80	25.95+a
GROUP 3	$ 35.42	25.95+a
GROUP 4	$ 32.57	25.95+a
GROUP 5	$ 38.85	25.95+a
GROUP 6	$ 29.65	25.95+a
GROUP 7	$ 23.65	25.95+a
GROUP 8	$ 35.50	25.95+a
GROUP 9	$ 39.42	25.95+a

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + $ 2.00
180 feet and over + $ 3.00
210 feet and over + $ 4.00
240 feet and over + $ 5.00
270 feet and over + $ 7.00
300 feet and over + $ 8.00
350 feet and over + $ 9.00
400 feet and over + $10.00

a. PAID HOLIDAYS:
New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:
Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-002 05/01/2019

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline		

projects which are incidental
to highway construction
projects; and bridge projects
that do not span water)

GROUP 1	$ 34.95	25.95+a
GROUP 2	$ 29.65	25.95+a
GROUP 3	$ 23.65	25.95+a
GROUP 4	$ 30.23	25.95+a
GROUP 5	$ 33.93	25.95+a
GROUP 6	$ 33.55	25.95+a
GROUP 7	$ 29.20	25.95+a
GROUP 8	$ 30.58	25.95+a
GROUP 9	$ 32.53	25.95+a

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utlity engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller,skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 06/01/2019

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1	$ 40.57	25.95+a
GROUP 2	$ 39.07	25.95+a
GROUP 3	$ 38.85	25.95+a
GROUP 4	$ 34.85	25.95+a
GROUP 5	$ 32.00	25.95+a
GROUP 6	$ 38.15	25.95+a
GROUP 7	$ 37.72	25.95+a
GROUP 8	$ 35.04	25.95+a

a.BOOM LENTHS, INCLUDING JIBS:

150 ft. and over: + $ 2.00
180 ft. and over: + $ 3.00
210 ft. and over: + $ 4.00
240 ft. and over: + $ 5.00
270 ft. and over: + $ 7.00
300 ft. and over: + $ 8.00

350 ft. and over: + $ 9.00
400 ft. and over: + $10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer,skid steer loaders,bobcats, tractor, grader, scraper,combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding

machine, generator for light plant, gas and electric driven pump & air compressor

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IRON0037-001 09/16/2017

	Rates	Fringes
IRONWORKER	$ 34.89	26.87

LABO0271-001 06/05/2016

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1	$ 29.20	23.80
GROUP 2	$ 29.45	23.80
GROUP 3	$ 29.95	23.80
GROUP 4	$ 30.20	23.80
GROUP 5	$ 31.20	23.80

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABO0271-002 06/05/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1	$ 46.63	21.80
Group 2	$ 36.15	21.80
Group 3	$ 48.63	21.80
FREE AIR		
Group 1	$ 38.70	21.80
Group 2	$ 36.15	21.80
Group 3	$ 40.70	21.80
LABORER		
Group 1	$ 29.20	21.80
Group 2	$ 29.45	21.80
Group 3	$ 30.20	21.80
Group 4	$ 22.70	21.80
Group 5	$ 31.20	21.80
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man	$ 35.20	21.80
Top Man & Laborer	$ 34.25	21.80
TEST BORING		
Driller	$ 35.65	21.80
Laborer	$ 34.25	21.80

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

PAIN0011-005 06/01/2018

	Rates	Fringes
PAINTER		
Brush and Roller	$ 33.62	21.05
Epoxy, Tanks, Towers, Swing Stage & Structural Steel	$ 35.62	21.05
Spray, Sand & Water Blasting	$ 36.62	21.05
Taper	$ 34.37	21.05
Wall Coverer	$ 34.12	21.05

PAIN0011-006 06/01/2018

	Rates	Fringes

GLAZIER.....$ 37.18 21.05

FOOTNOTES:

SWING STAGE: $1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2018

	Rates	Fringes
Painter (Bridge Work).....	$ 49.75	21.05

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	$ 24.79	13.72

PLAS0040-001 06/04/2018

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 34.30	27.05

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: $.30 per hour additional.

PLAS0040-002 07/23/2018

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 31.20	22.10

PLAS0040-003 07/02/2018

	Rates	Fringes
PLASTERER	$ 35.65	27.40

PLUM0051-002 09/01/2018

	Rates	Fringes
Plumbers and Pipefitters	$ 42.04	29.45

ROOF0033-004 12/01/2018

	Rates	Fringes
ROOFER	$ 36.75	26.12

SFRI0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER	$ 43.92	21.49

SHEE0017-002 12/01/2018

	Rates	Fringes
Sheet Metal Worker	$ 36.13	35.13

TEAM0251-001 05/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.96	26.8525+A+B+C
GROUP 2	$ 27.61	26.8525+A+B+C
GROUP 3	$ 27.66	26.8525+A+B+C
GROUP 4	$ 27.71	26.8525+A+B+C
GROUP 5	$ 27.81	26.8525+A+B+C
GROUP 6	$ 28.21	26.8525+A+B+C
GROUP 7	$ 28.41	26.8525+A+B+C
GROUP 8	$ 27.91	26.8525+A+B+C
GROUP 9	$ 28.16	26.8525+A+B+C
GROUP 10	$ 27.96	26.8525+A+B+C

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar ($100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars ($500.00)

All drivers working on a defined hazard material job site shall be paid a premium of $2.00 per hour over applicable

rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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