

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION**

RHODE ISLAND CONTRACT NO. (RIC #) 2019-CL-006
Federal Aid Project Number (FAP #): PAWTBRPARK

**PAWTUCKET
BRIDGE PARK**

**CITY OF PAWTUCKET
COUNTY OF PROVIDENCE**

CONTRACT SPECIFIC DOCUMENTS
September 2019

Prepared by:



BID FORM
Solicitation #:7599774
Solicitation Title: Pawtucket Bridge Park 2019-CL-006

BID FORM

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder:

Legal name of entity

Address (street/city/state/zip)

Contact name Contact email

Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ _____
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

- **Allowances No Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: N/A \$ _____ N/A _____

No. 2: N/A \$ _____ N/A _____

No. 3: N/A \$ _____ N/A _____

Total Allowances: \$ _____ N/A _____

BID FORM

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- **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: _____

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

Addendum No. 5 dated: _____

Addendum No. 6 dated: _____

2. ALTERNATES (Additions/Subtractions to Base Bid Price) **No ALTERNATES REQUIRED**

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

____ Add ____ Subtract Alternate No. 1: N/A

BID FORM

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\$ _____
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

___ Add ___ Subtract Alternate No. 2: N/A

\$ _____
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

___ Add ___ Subtract Alternate No. 3: N/A

\$ _____
(alternate amount *in figures* printed electronically, typed, or handwritten legibly in ink)

(alternate amount *in words* printed electronically, typed, or handwritten legibly in ink)

3. UNIT PRICES – No Unit Prices Required

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include **all** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Unit Price No. 1: _____ \$ _____ N/A

Unit Price No. 2: _____ \$ _____ N/A

Unit Price No. 3: _____ \$ _____ N/A

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

BID FORM

Solicitation #:7599774

Solicitation Title: Pawtucket Bridge Park 2019-CL-006

- Start of construction: Upon Notice To Proceed (NTP)
- Substantial completion: June 15, 2020
- Final completion: June 15, 2020

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ 1,500.00 PER DAY.

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

BID FORM

Solicitation #:7599774

Solicitation Title: Pawtucket Bridge Park 2019-CL-006

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder
#

Bidder's Contractor Registration Number

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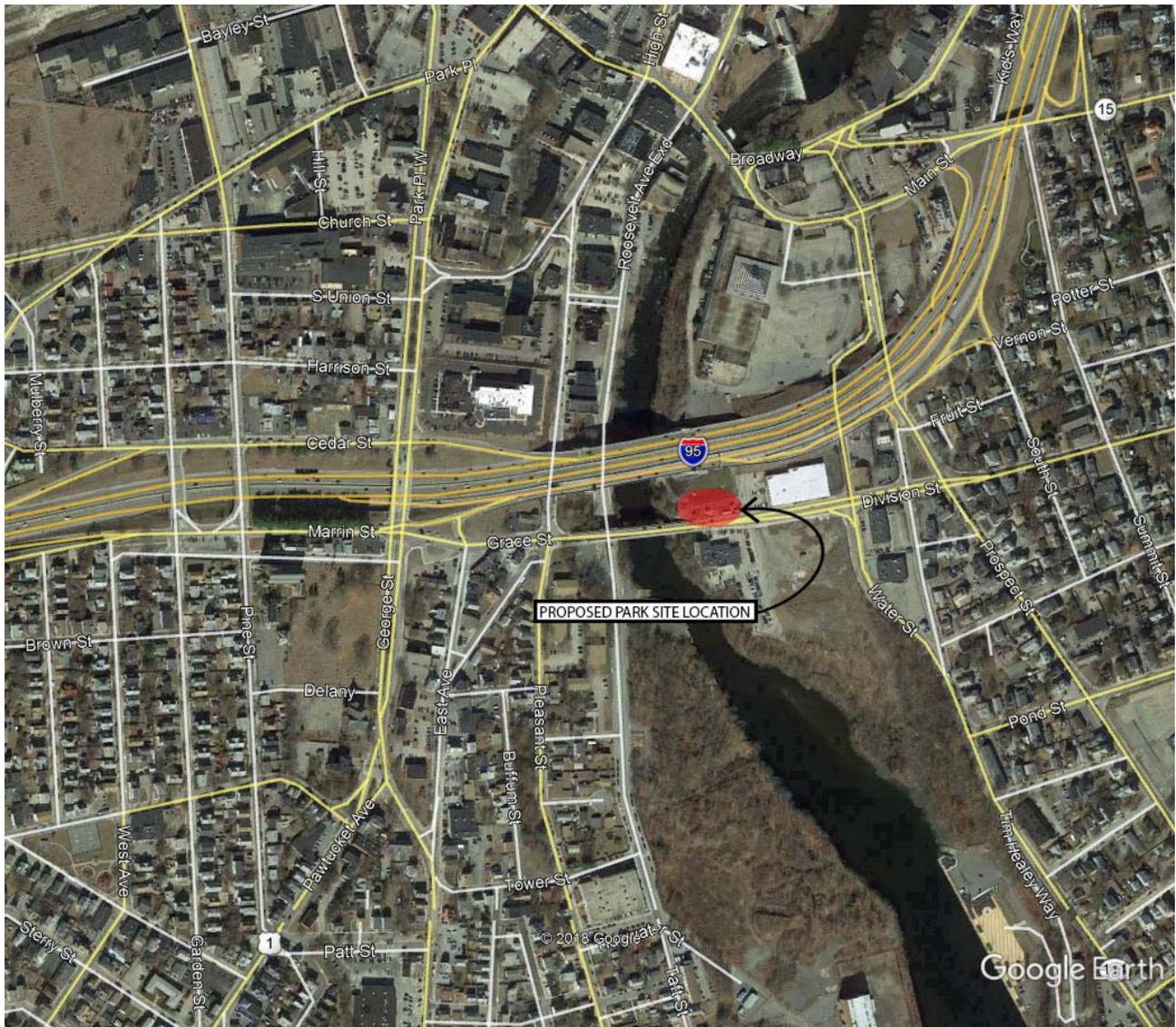
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1. BRIEF SCOPE OF WORK

Rhode Island Contract No. 2019-CL-006, County of Providence, City of Pawtucket, Rhode Island is a construction contract for Pawtucket Bridge Park located at 20 Division Street. This handicap accessible passive park consists of exposed aggregate concrete walkways, a round exposed aggregate concrete gathering area and three-space bituminous parking lot adjacent to River Street. For additional location information, see the Project Location Map on the next page.

The work encompassed by this project shall include, but is not limited to, the following: site preparation; erosion control; construction of bituminous parking lot; installation of exposed aggregate concrete walks and an exposed aggregate concrete round gathering area; furnish and install solar lighting, benches, bike racks and trash receptacles; furnish and install sign foundation, mountings and frames; loam and seed of disturbed areas, and furnish and install trees with a one-year establishment period and guarantee; and all incidentals necessary to complete the work under this Contract to the satisfaction of the Engineer.

2. PROJECT LOCATION MAP



Bridge Park
Division Street
Pawtucket, Rhode Island

3. LIST OF CONTRACT DOCUMENTS AND ADDITIONAL INFORMATION

The following contract documents are included:

- Park and Landscape Improvements Plan
- Stormwater Pollution Prevention Plan
- Contract Specific Documents
- Job Specific Documents

4. GENERAL CONTRACT REQUIREMENTS & PAYMENT

- All work shall be 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 noted otherwise within these Contract Documents.
- **All RIDOT Standard Specifications, latest compilations, and Material Testing requirements apply to this contract.** However, the only submittals required for this Contract shall be specified in the Shop Drawings and Submittals section contained within these Contract Documents (see Section 18).
- Latest Federal Wage rates shall apply.
- Subcontractor agreements must be submitted and accepted by RIDOT prior to commencement of the applicable work.
- All work associated with this Contract is “Lump Sum”. All items of work shown on the Contract Plans, detailed herein, and any incidentals required to complete the work will 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 will be considered as part of the “Lump Sum” bid price.
- Utility protection shall be paid for by the State.

5. GENERAL CONSTRUCTION REQUIREMENTS

Below is a list of general construction requirements for this project. It is noted this list is intended to be a brief summary of general requirements for this specific project.

- All construction layout, survey and field measurements, as required, will be incidental to this Contract.
- No additional payment will be made for material, equipment, labor or incidentals necessary to perform work during inclement weather. Any costs associated with inclement weather will be considered incidental to this Contract.

- Any clearing, site preparation, and removal of hazardous debris/material required for access shall be considered incidental to the Lump Sum.
- 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 within the designated limit of work on the State and City controlled land.

6. HOURS OF CONSTRUCTION

Normal construction activity shall be as follows:

- Weekdays 7:00 am – 3:30 pm
- No work on weekends
- No work on holidays

Work outside of these periods will be permitted only on an emergency basis and only with approval of the RIDOT.

7. CONSTRUCTION STAGING AND SITE ACCESSIBILITY

Available on-site constructing staging area space is limited. It is required that the Contractor shall coordinate with the Engineer and obtain the approval prior to using any staging area.

8. WEATHER

It is the Contractor's responsibility to monitor local weather reports during construction and prior to scheduling earth moving or other construction activities, which will leave large disturbed areas unstabilized. If inclement weather is predicted, the Contractor shall use their best professional judgement and schedule construction activities only if quality workmanship can be provided. Any work completed during inclement weather, which is deemed unacceptable by the Engineer and/or RIDOT shall be repaired/replaced by the Contractor at no expense to the Owner.

9. EROSION CONTROL

The Contractor shall be responsible for insuring all the necessary erosion control devices are installed, maintained and functioning properly, per the Soil Erosion and Sediment Control Plan, to minimize erosion from any impending weather events for the entirety of the construction period as described in the drawings and specifications.

10. ORDER TO SUSPEND WORK

If the RIDOT considers that any portion of the work should be suspended temporarily because of extreme weather conditions or for any other reason, he/she shall order, in writing, the Contractor to suspend work until conditions permit its resumption at no expense to the Owner.

11. COMPLETION DATE

- The Contractor shall abide by the RIDOT planting calendar. The RIDOT typically suspends work from December 15th-April 15th

- Anticipated Substantial Completion (including all planting and seeding): Monday June 15th, 2020.

12. UTILITY AND MUNICIPAL NOTIFICATIONS AND COORDINATION

- The Contractor shall coordinate with all applicable utility companies to provide adequate protection of their facilities. Any shielding, protection, or inspection required shall be paid for by the State. In addition, the Contractor shall coordinate with all local municipalities as required.

13. SPECIALTY ITEMS

- Not applicable

14. TRAFFIC RESTRICTIONS

- No lane closures of Division Street shall be allowed.
- River Street shall be made available for local business operations.

15. POLICE COMPENSATION

It is the responsibility of the RIDOT to retain the services of the State and Local Police details for this project. Coordination will be the responsibility of the RIDOT Resident Engineer assigned to the project. The contractor will not be required to bid on, or compensate for, the service of State and Local police.

16. MBE AND TRAINEE GOAL

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

17. PRE-BID CONFERENCE

A pre-bid conference is not required for this solicitation.

18. SHOP DRAWINGS AND SUBMITTALS

The following shall be submitted, as indicated in the individual specifications, for review and approval prior to ordering and delivery:

- Compost filter sock manufacturer product data and specifications
- Silt sack inlet protection manufacturer product data and specifications
- Lighting
- Benches
- Bike rack
- Trash receptacle
- Exposed aggregate sample
- Plant list (source, size and quantity)
- Seed mixes (source and seed species %)
- Topsoil sample and soil analysis with amendment recommendations

19. PRE-CONSTRUCTION MEETING

A preconstruction meeting to review the scope of work, Drawings and Specifications will be conducted by the Contractor, Subcontractors, and Engineer prior to construction.

- Representatives of the following shall be required to attend this conference:
 - Contractor
 - RIDOT Representative
 - City of Pawtucket Representative
 - Engineer

20. FIELD VISITS

Inspections will be conducted by the Contractor in accordance with the individual specifications

21. ENVIRONMENTAL PERMITS

The environmental permits are attached in Appendix C.

- The Contractor shall conduct operations in such a manner to conform to all requirements set forth in the permit. If the Contractor's methods of operations deviate from those indicated in the permit, the Contractor shall be responsible for all necessary additional permits and fees required to complete/correct the work. Such permit revisions and delays shall be at the Contractor's own expense and will not be grounds for extension of time to complete the work, nor claim for additional cost.
- The Contractor shall make all necessary construction notifications and provide all necessary fees, bonds and documentation required to apply for and obtain all necessary construction permits.

The environmental permits are as follows:
CRMC Assent modification

APPENDIX A
CONTRACT DRAWINGS

Walkways and Gathering Areas/Surfaces: 2106 SF

- Earth Excavation
- 8" Gravel Borrow Subbase
- Trimming & Fine Grading
- 4" Exposed Aggregate Cement Concrete Sidewalk (8' Wide)
- 4" Exposed Aggregate 24' Diameter Circle
- Concrete Foundations for Signs & Lighting

Parking Lot: 1686 SF

- Earth Excavation
- 12" Gravel Borrow Subbase
- Trimming & Fine Grading
- 3" Class 19.0 HMA
- 2" Class 12.5 HMA
- Asphalt Emulsion Tack Coat
- (3) Precast Concrete Car Stops R.I. Std. 7.2.4
- (84 LF +/-) 4" Wide Epoxy Resin Pavement Markings
- (1) Accessibility Epoxy Resin Pavement Marking 20.1.0M

Amenities (surface mounted on concrete walks)

- (7) Benches – Du Mor Model 58 – 6' Black Bench with Intermediate Armrests
- (1) Bike Rack – Du Mor 188-07 – 7 Opening Bike Rack
- (1) Trash Receptacle – Du Mor 87-22
- (2) Interpretive Sign Supports, Concrete Footings & Framework (Sign Graphic Panels to be provided by the City)

Lighting (installed on concrete footings & mountings)

- (7) Solar Lamp Post Lights – Gamasonic Solar Imperial II Lamps (GS-97NF) with 10' Commercial Poles (GS-CP10FT)

Plantings – see Plant List

- (6) Small Trees
- (5) Shade Trees
- Loam & Seed, as necessary, Project Wide

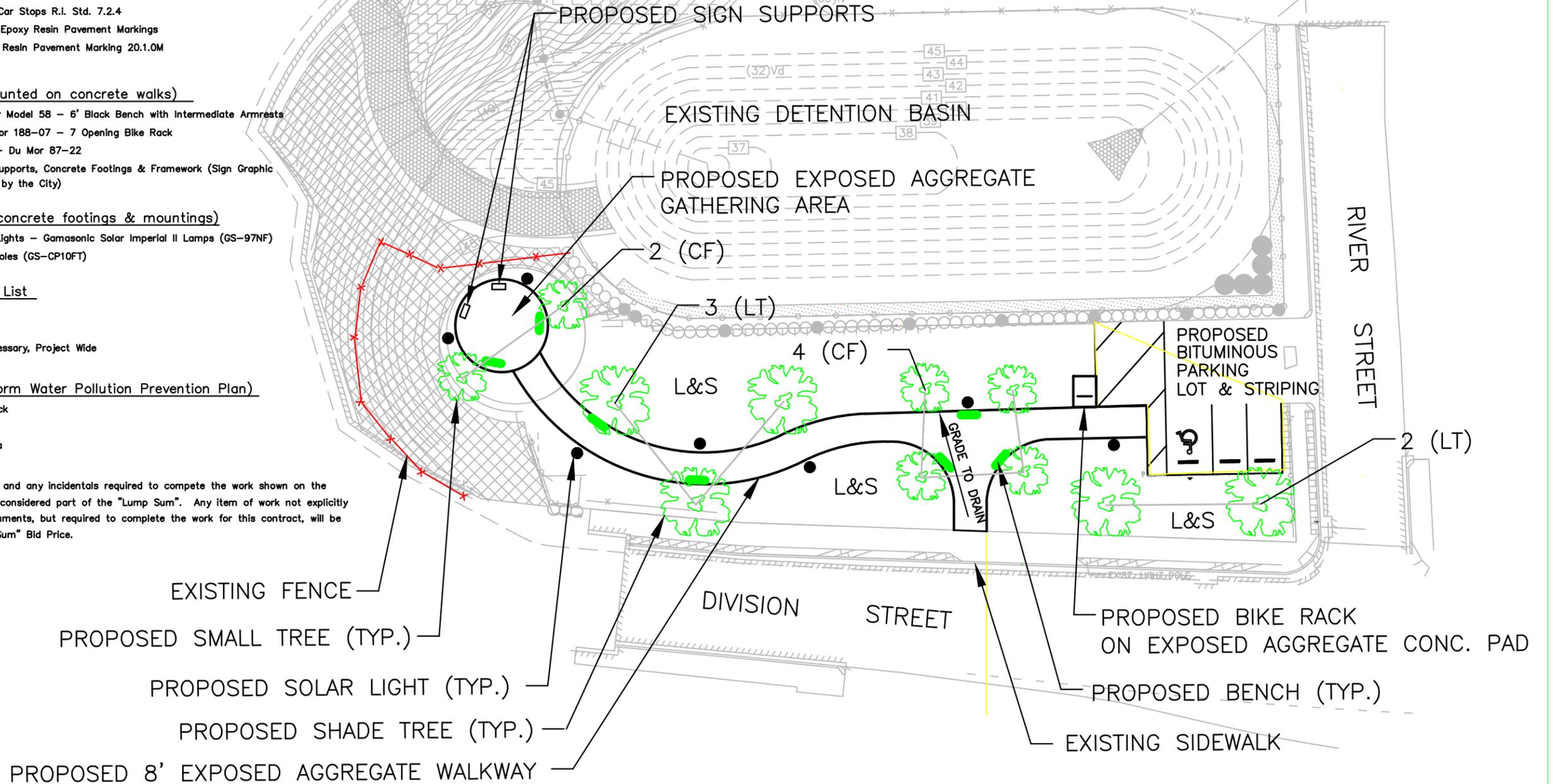
Environmental (see Storm Water Pollution Prevention Plan)

- 12" Compost Filter Sock
- Inlet Protection
- Concrete Washout Area

LUMP SUM – All items of work and any incidentals required to complete the work shown on the Plans & detailed herein will be considered part of the "Lump Sum". Any item of work not explicitly stated within the Contract Documents, but required to complete the work for this contract, will be considered part of the "Lump Sum" Bid Price.



QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	SPACING
6	CF	Cornus florida 'Cherokee Brave'	Cherokee Brave Dogwood	2–2.5" cal.	B&B	As Shown
5	LT	Liriodendron tulipifera 'Emerald City'	Emerald City Tulip Tree	3–3.5" cal.	B&B	As Shown

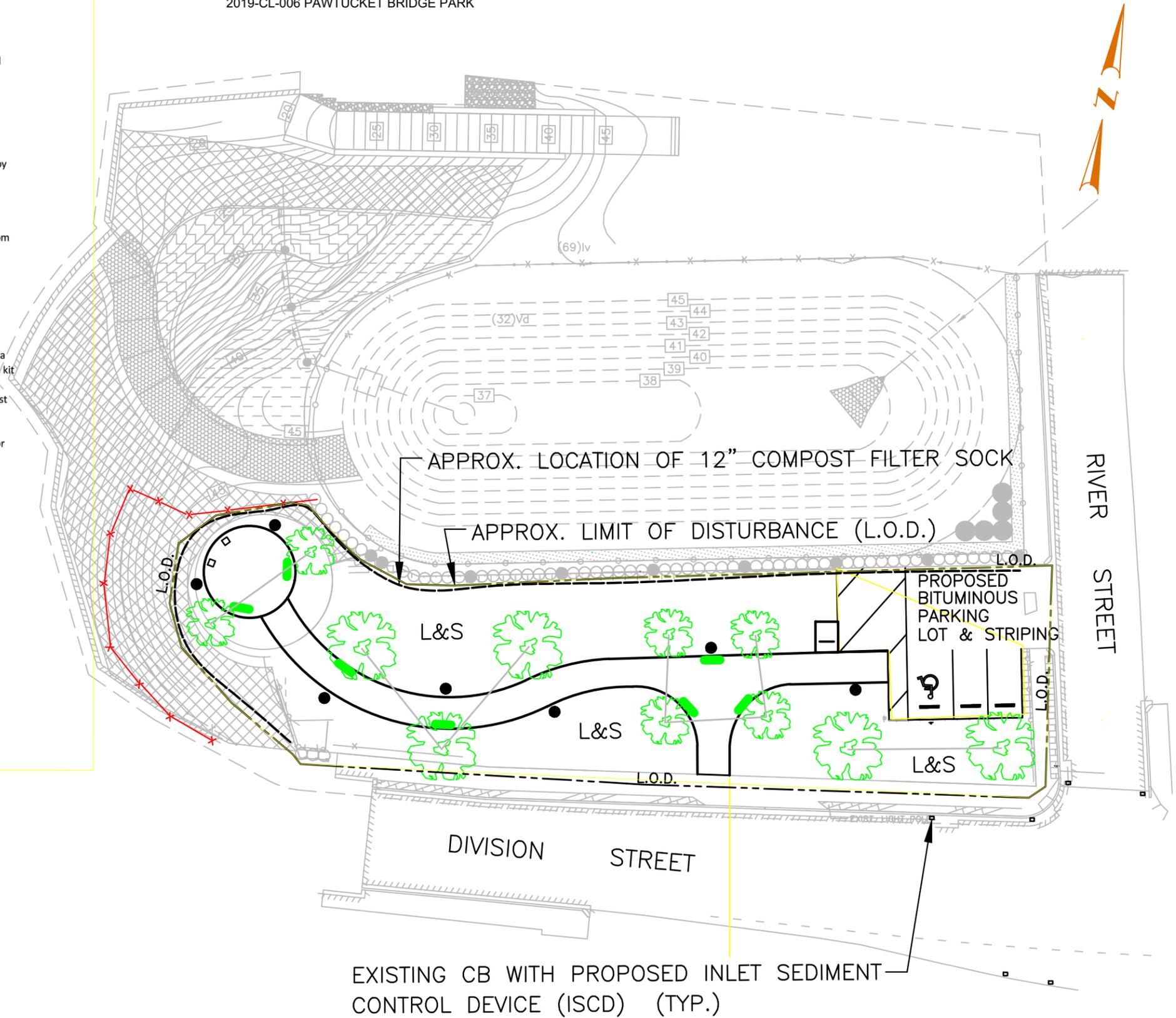


SMALL-SITE Stormwater Pollution Prevention Plan (SWPPP)

- o Provide Natural Buffers and Maintain Existing Vegetation; existing buffer between disturbed area and river will remain
- o Minimize Area of Disturbance; LOD is within a previously disturbed/remediated area
- o Minimize the Disturbance of Steep Slopes; proposed project will be on level ground, steep slopes to river will not be disturbed
- o Preserve Topsoil; existing topsoil will be preserved
- o Stabilize Soils; the entire site will be stabilized upon completion of project
- o Protect Storm Drain Inlets; all adjacent catch basins on Division and River will be protected by inlet sediment control devices
- o Protect Storm Drain Outlets; N/A
- o Establish Temporary Controls for the Protection of Post-Construction Stormwater Control Measures; existing detention basin adjacent to project will be protected by CFS
- o Establish Perimeter Controls and Sediment Barriers; CFS will be used along LOD and at bottom of any stockpiles on site
- o Divert or Manage Run-On from Up-Gradient Areas; N/A
- o Properly Design Constructed Stormwater Conveyance Channels; N/A
- o Retain Sediment On-Site; CFS will be used to retain sediment on site, inlet sediment control devices will be used on road should any sediment leave site, streets must be swept if construction sediment enters roadway, control dust as needed, no dewatering anticipated
- o Control Temporary Increases in Stormwater Velocity, Volume, and Peak Flows; N/A
- o Apply construction Activity Pollution Prevention Control Measures; contractor will maintain a concrete washout area (at least 50' from drainage system and riverbank wetland/river), spill kit will be available on site, covered trash receptacles will be on site
- o Install, Inspect, and Maintain Control Measures and Take Corrective Actions. Weekly and post storm inspections will occur on site prior to earth disturbance and until entire site stabilized
- o Qualified SESC plan preparer's information and certification;
- o Operator's information and certification; if not known at the time of application the operator must certify the SESC Plan upon selection and prior to initiating site activities;
- o Description of control measures such as temporary sediment trapping and conveyance practices, including design calculations and supporting documentation, as required.

AREA OF DISTURBANCE = 0.29 ACRE

SEEKONK RIVER
EBB SUBJECT TO TIDAL FLUCTUATION
FLOW



EXISTING CB WITH PROPOSED INLET SEDIMENT CONTROL DEVICE (ISCD) (TYP.)

	RHODE ISLAND DEPARTMENT OF TRANSPORTATION	DESIGNED BY: M.J.D. CHECKED BY: S.V. DATE: APRIL 2, 2019 SHEET: 1 OF: 1	SCALE: 1"=30' 	PAWTUCKET BRIDGE PARK R.I.C. 2019-CL-009 STORMWATER POLLUTION PREVENTION PLAN									
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APPENDIX B
JOB SPECIFIC SPECIFICATIONS

SPECIFICATIONS – JOB SPECIFIC

Scope of Work

All work done under this Contract shall be in conformance with all compilations, the latest version and revisions for the *Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction*, *The Rhode Island Standard Details*, *the Manual on Uniform Traffic Control Devices*, and *the American Standards for Nursery Stock*. All work done under this Contract shall also be in conformance with the Drawings and these Project Specific Specifications.

The general summary of work to be done under this contract consists of, but shall not be limited, to the following as shown in the Contract Documents:

- Provide controls as necessary to ensure public safety and facilitate construction.
- Installation of erosion and sediment control devices
- Earthwork and site preparation including rough grading
- Installation of exposed aggregate concrete walks and gathering circle
- Installation of bituminous paved parking lot
- Placement of permanent pavement markings
- Installation of sign concrete footings, bases and mountings
- Installation of solar lighting, concrete footings and mountings
- Installation of benches, trash receptacle, and bike rack
- Installation of trees
- Loam and seed installation for disturbed areas within the site
- Final cleanup of the site including removal of remaining erosion and sediment control devices and any remaining sediment, pavement sweeping; and
- Supply the water and a watering schedule along with the one-year plant establishment period.

108.0100
PROSECUTION AND PROGRESS

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Engineer. If the Engineer gives such consent, the Contractor will only be permitted to sublet a portion thereof. The Contractor shall perform with its own organization work amounting to not less than 40 percent of the adjusted contract cost. The adjusted contract cost is the total contract cost of subcontract specialty items listed in the Proposal. Specialty Items are defined in Subsection 101.63.

No subcontracts or transfers of Contract shall relieve the Contractor of liability under the Contract and Bonds. A copy of written agreements with subcontractors must be submitted when making application to sublet any work under the Contract. The Contractor shall not require or withhold retainage from subcontractors. Furthermore, no agreements between the Contractor and its subcontractors or vendors and the State.

The Contractor shall provide written notice to, and obtain prior written consent from the Engineer, before allowing any subcontractor to sublet any portion of its work to a lower-tier contractor.

108.0300
PROSECUTION AND PROGRESS

Refer to Bluebook Specifications **Schedule Level C.**

108.1000
PROSECUTION AND PROGRESS

In accordance with Section **108.08, Failure to Complete on Time, Para. A., Phased Completion, Interim Completion and Substantial Completion** the following defines the Interim and Substantial Completion Dates and Associated Liquidated Damages:

Substantial Completion: June 15, 2020

All contract shall be completed, as defined by Section 101.71.

Liquidated Damages: \$1,500.00 per calendar day.

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

109.07
MEASUREMENT AND PAYMENT

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

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

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

JOB SPECIFIC

206.0312
COMPOST SILT SOCK EROSION CONTROL

DESCRIPTION: The work under this section shall conform to the relevant provisions of Section 206 and any other relevant sections of the RIDOT Standard Specifications. This work consists of the provision of tubular sediment barrier erosion controls in reasonable close conformity with the dimensions and details indicated on the Drawings or as directed by the Engineer, all in accordance with these Specifications. Perimeter erosion controls shall consist of the following:

Installation of a water permeable compost filter to contain soil erosion and sediment by removing soil particles from water moving off site into adjacent waterways or stormwater drainage systems.

MATERIALS:

- A. Product Data and manufacturer information.
- B. Compost Silk Sock

Sediment barrier shall be tubular netting that is filled with a weed-free compost material derived from a well decomposed source of organic matter. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Tubing shall be one continuous barrier unless noted. Tubular sediment barrier shall be 12" in diameter unless otherwise noted. Any deviations shall be approved by the engineer.

CONSTRUCTION METHODS: Those erosion and pollution controls shall be installed and approved by the Engineer. The following stipulations also apply:

Tubular Sediment Barrier

- A. Installation. See Drawing and manufacturer's recommendations for installation. The barrier shall be comprised of a single continuous length unless otherwise noted. The Contractor shall remove sediments collected at the base of the barrier when they reach 1/3 of the exposed height of the barrier. Any deviations shall be approved by the Engineer. The following stipulations:
 - a. Removal: This work will include the removal of the tubular sediment barrier. Tubular sediment barrier will not be left to rot in place. The tubular sediment barrier may be removed only when the adjacent exposed area is stabilized, i.e., the area has an established grass or stone cover or has been paved, and is free from future uncontrolled discharges. Prior to such removal, however, all silt, mud, and debris entrapped by the tubular sediment barrier shall be removed and the area cleaned up in accordance with the applicable provisions of SECTION 212 of these Specifications.

Cleaning and Maintenance: The cleaning and maintenance of tubular sediment barrier erosion checks will be performed under the provisions of SECTION 212; MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS.

JOB SPECIFIC

212.1000

MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS

DESCRIPTION: Subsection 212.03.0; Failure to Maintain Erosion and Pollution Controls, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that erosion and pollution controls are not in place or have not been adequately maintained. The Contractor shall be held responsible for any and all costs associated with fines and cleanup activities, over and above the penalty assessed herein resulting from Contractor failure in this regard.

For the first violation, the charge for this Contract will be \$500.00 per day.

For the second violation, the charge for this Contract will be 2,500.00 per day.

For the third violation, the charge for this Contract will be \$5,000.00 per day.

JOB SPECIFIC

905.9901
PORTLAND CEMENT SIDEWALK – EXPOSED AGGREGATE FINISH
(4" DEEP)

DESCRIPTION: This item of work consists of: Constructing a Portland cement sidewalk on a prepared gravel base at the locations indicated on the Plans or as directed by the Engineer. Removing a depth of mortar from the surfaces of the proposed walkway areas in order to expose the aggregates and present a rough texture in accordance with and to the limits specified herein. Construction Methods, Materials and Quality Controls shall be according to the relevant sections of the RIDOT Standard Specifications for Road & Bridge Construction, 2010 Edition and all applicable compilations of approved specifications and/or as directed by the Engineer.

RELATED SECTIONS:

Section 600 Concrete

MATERIALS: Materials for the concrete surface finishing – sidewalk and exposed aggregate shall be as follows:

- A. Concrete sidewalk shall conform to the requirements of Section 905 of the RI Standard Specification and applicable subsections except as modified herein.
- B. Aggregate shall conform to Section 601.02.4 of the RI Standard Specification except as modified herein. Aggregate used in the concrete mix shall be ¾" maximum in the largest dimension, gradation VI, cover stone, washed bank run gravel and conform to Section M01.05. No crushed stone will be permitted. The aggregate shall have warm brown-gray tones. Material shall be supplied by a RIDOT approved source.
- C. The retarding chemical admixture for concrete shall be specifically formulated for exposed aggregate concrete and shall be manufactured by a company on the RIDOT List of Approved Materials for concrete chemical admixtures.

CONSTRUCTION METHODS: The method employed to achieve the desired results shall be by applying a chemical retardant to the concrete. The amount of retardant applied will be sufficient to remove ¼-inch in depth of mortar in order to expose the coarse aggregate and provide an overall surface with a rough texture. Hose off and scrub with a stiff bristle broom as per manufacturer's written instructions. Depth to etch to be ¼" below plane of aggregate crowns.

Prior to pouring the exposed aggregate walkway and gathering circle, the Contractor shall cast a test panel approximately 4'x4' to demonstrate the method which he proposes to use. This method shall be satisfactory to the Engineer who shall be the sole judge of its acceptability. In the event the first trial panel does not give satisfactory results, one or more trial panels shall be cast until a satisfactory finish is obtained.

The Contractor shall protect the treated surfaces from potential variations in ambient temperature during the casting and curing period.

Mixing and application of the retardant, placing concrete, and exposing aggregate shall be as recommended by the manufacturer.

The Contractor shall take care not to affect adjacent stamped concrete areas.

Joints: Control joints or “dummy joints” shall be sawed. Expansion joints and sawn control joints shall be according to the relevant sections of the RIDOT Standard Specifications for Road and Bridge Construction, 2010 Edition and all applicable compilations of approved specifications and/or as directed by the Engineer. Layout of all joints shall be approved on site by the Engineer prior to commencement of installation and sawing.

SPECIAL PROVISIONS:

- A. A one-quart sample of aggregate shall be submitted for review and approval of color and texture by the Engineer.
- B. Submit Chemical Admixture Retarding Agent for review and approval by the Engineer.

JOB SPECIFIC

907.1000
DUST CONTROL

DESCRIPTION: Subsection 907.05.3; Failure to Comply, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that dust has not adequately controlled.

The charge for this Contract will be \$200.00 per day.

JOB SPECIFIC

L02.1000
SEEDING FAILURE TO COMPLY

DESCRIPTION: Subsection L.02.03.7; Paragraph C, Failure to Perform Care During Construction, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that the Care During Construction has not been adequately performed.

The charge for this Contract will be \$500.00 per day.

JOB SPECIFIC

L06.1000
PLANTING FAILURE TO COMPLY

DESCRIPTION: Subsection L.06.03.13; Paragraph a, Failure to Perform One-Year Establishment Period, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that the One-Year Establishment Period has not been adequately performed.

The charge for this Contract will be \$100.00 per day.

JOB SPECIFIC

SITE FURNITURE
L15.9901 BENCH
L15.9902 TRASH RECEPTACLE
L15.9903 BIKE RACK

DESCRIPTION: This item of work shall consist of furnishing all material, labor, services and related items to complete the installation of the following site furniture in accordance with the manufacturer's requirements and/or as directed by the Engineer.

L15.9901 Bench
L15.9902 Trash Receptacle
L15.9903 Bike Rack

SUBMITTALS:

Product Data: Submit manufacturer's product data and written installation instructions.

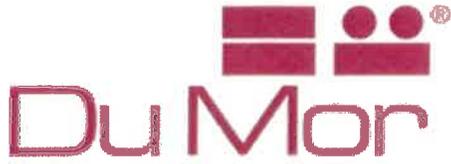
MATERIALS:

- a. **Bench shall be:**
Du Mor Bench 58-60: 6' steel bench with intermediate cast armrest. Bench shall be coated with zinc rich epoxy then finished with polyester powder coating in black. Bench shall be surface mounted.
- b. **Trash Receptacle shall be:**
Du Mor Model 87: 22 gallon body with hinged cover, HDPE liner. Powder coated in black. Receptacle shall be surface mounted.
- c. **Bike Rack shall be:**
Du Mor 188-07: steel bike rack frame with 7 openings with black baked-on polyester powder finish. Bike rack shall be surface mounted.

CONSTRUCTION METHODS:

- a. Inspection: Verify the site conditions are satisfactory before the lights are installed. The contractor shall notify the Engineer in writing, before any work is installed of any condition requiring correction.
- b. Field locate and label locations of site furniture as shown on the plans. Adjust as directed by the Engineer.
- c. Adhere to manufacturer's printed instructions regarding installation and assembly.
- d. Provide fasteners and other anchoring devices as required to assure rigid permanent installation.

- e. Set units true and plumb. Perform final adjustments as required for use.
- f. Touch up of finishes shall be required to the approval of the Engineer. If an excessive amount of touch up is required (as determined by the Engineer) due to the Contractor's handling, the entire unit shall be replaced at no additional cost to the Owner.



f  (800) 598-4018

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SEARCH

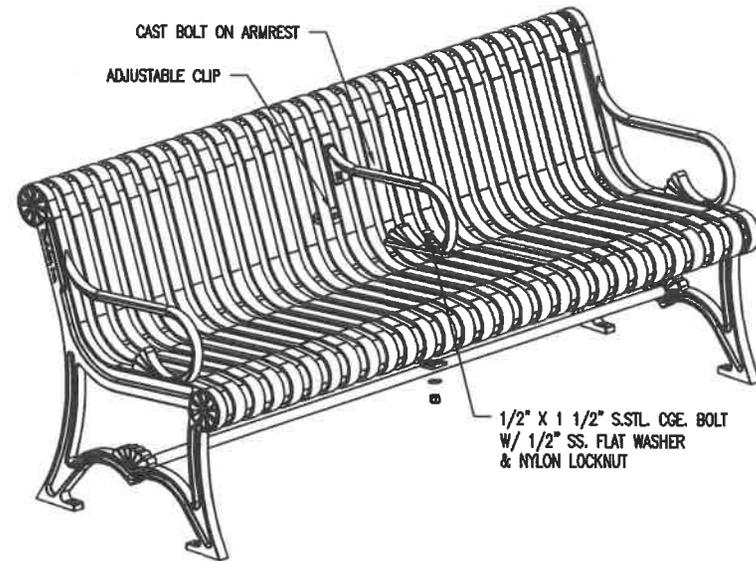
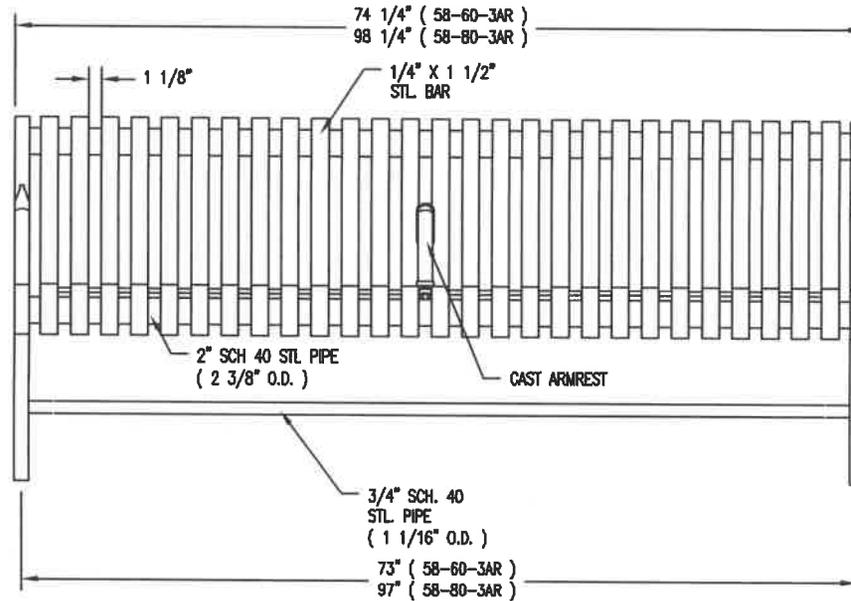
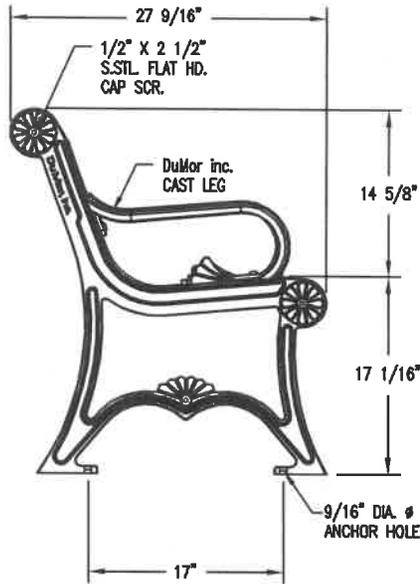
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BENCH 58

[HOME](#) >> [PRODUCTS](#) >> [BENCHES](#) >> [BENCH 58](#)



Bench 58



LENGTH OPTIONS

- 6' BENCH
- 8' BENCH

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
- 3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANELS (TOTAL OF 37 SPACES)

CUSTOM LETTERING (37 SPACES) _____



BENCH

DATE DRAWN : 03/22/94
 DRAWN BY : AWH
 DATE REV. : 11/21/99
 REV. BY : JSB

REV.
 D

DRAWING
 NUMBER

58 SER-3AR

SHEET
 1 OF 2



f (800) 598-4018

DEALER LOGIN

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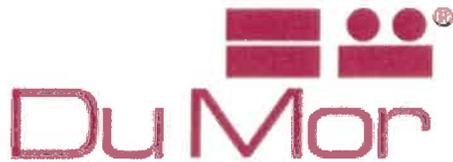
RECEPTACLE 87

HOME >> PRODUCTS >> RECEPTACLES >> RECEPTACLE 87



Receptacle 87





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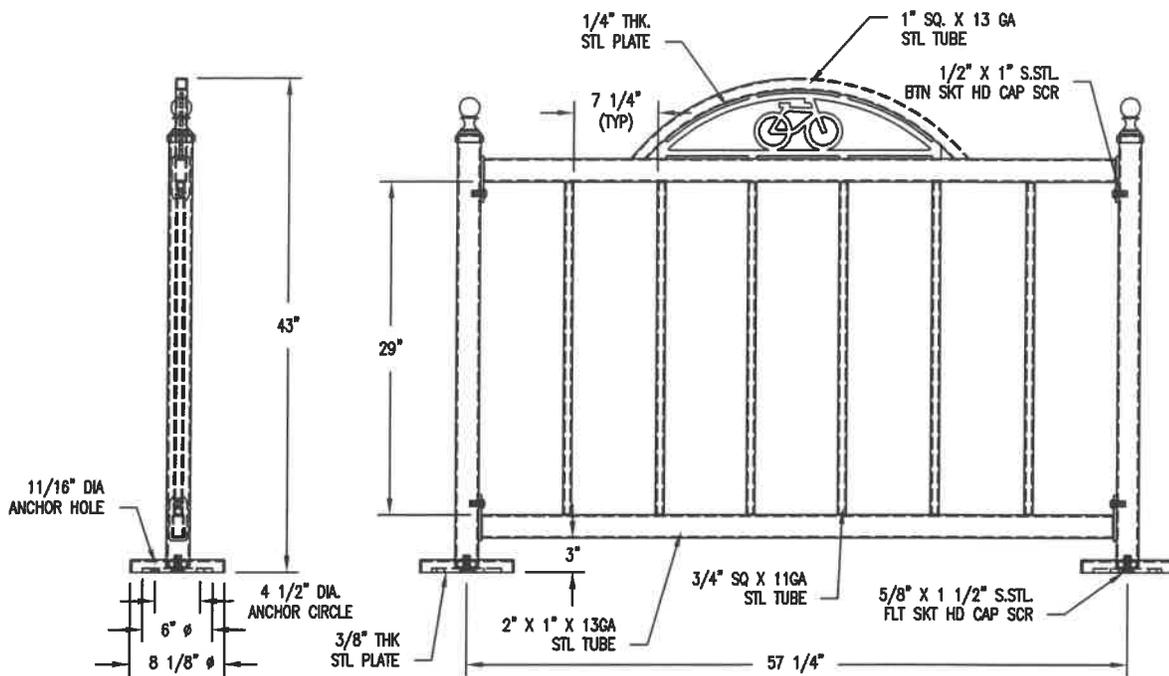
BIKE RACK 188

HOME >> PRODUCTS >> BIKE RACKS >> BIKE RACK 188

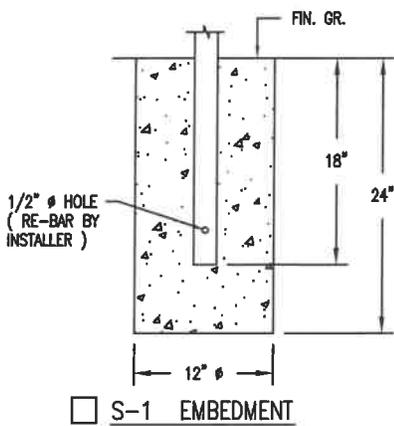


DuMor Bike Rack 188

USE 188-07
7 OPENINGS 58" L ±



* □ S-2 SURFACE MOUNT *
 (SEE NOTES)



□ S-1 EMBEDMENT



NOTES:

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
 - 2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR OPTION S-2.
- * UPCHARGE APPLIES TO SUPPORT OPTION - CONSULT YOUR LOCAL REPRESENTATIVE.


DuMor, inc.
 P.O. Box 142 Mifflintown, PA 17059-0142

SCALE :	NONE
DATE DRAWN :	1/13/11
DRAWN BY :	JSB
DATE REV. :	
REV. BY :	

TITLE :	BIKE RACK		
REV. A	DRAWING NUMBER	188-07	SHEET 1 OF 2

JOB SPECIFIC

T07.9901
SOLAR LAMP POST LIGHT AND POLE

DESCRIPTION: This item of work shall consist of furnishing all material, labor, services and related items to complete the installation of the solar lamp post light and poles in accordance with the manufacturer's requirements and/or as directed by the Engineer.

SUBMITTALS:

Product Data: Submit manufacturer's product data and written installation instructions.

MATERIALS:

- a. **Solar Post Light shall be:**
GamaSonic Imperial II: Lamp head shall be commercial grade with patented reflector cone and 8 watt solar panel. Black finish.
- b. **Pole shall be:**
GamaSonic GS-CP65 10FT: 10 foot commercial pole in black.

Manufacturer's Contact:

Matt Cohen - Director, Commercial Sales
Gama Sonic Solar Lighting
T: 678-736-8303 (ext. 104) C: 727-688-5030
F: 678-736-8308
matt@gamasonic.com

CONSTRUCTION METHODS:

- a. Inspection: Verify the site conditions are satisfactory before the lights are installed. The contractor shall notify the Engineer in writing, before any work is installed of any condition requiring correction.
- b. Field locate and label locations of lights as shown on the plans. Adjust as directed by the Engineer.
- c. Foundations and related anchoring shall be constructed according to the manufacturer's recommendations.
- d. Adhere to manufacturer's printed instructions regarding installation and assembly.
- e. Provide fasteners and other anchoring devices as required to assure rigid permanent installation.
- f. Set units true and plumb. Perform final adjustments as required for use.
- g. Touch up of finishes shall be required to the approval of the Engineer. If an excessive amount of touch up is required (as determined by the Engineer) due to the Contractor's handling, the entire unit shall be replaced at no additional cost to the Owner.

Solar Imperial II Lamp Post Light



Outdoor Solar Store
800.985.4129
sales@outdoorsolarstore.com

The GamaSonic patented reflector cone creates brighter light. This light has an 8 watt solar panel. Automatically turns on at dusk. The new improved lamps will run 36-72 hours!

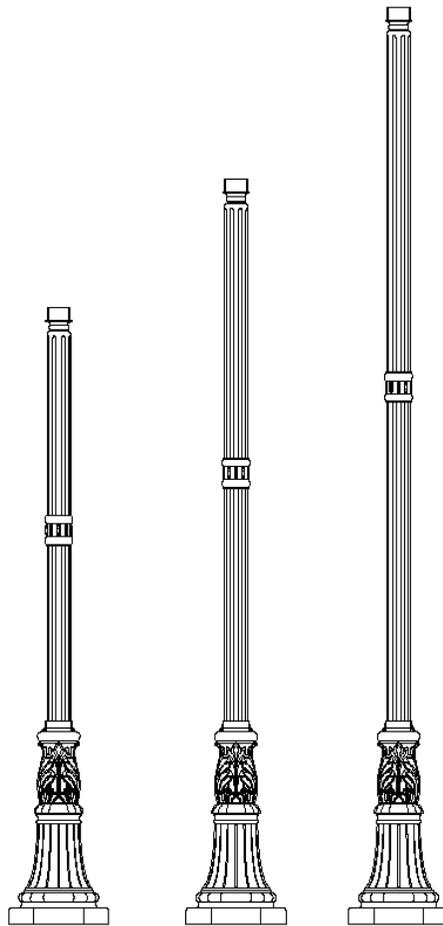
- LED Color: 6000K
- Lumens: 300
- Total LEDs: 21
- Battery: Li-ion
- Voltage: 3.2
- Battery Capacity: 6000 mAh
- Power Source: Mono-Crystalline Solar Cell
- Light Duration: Up to 12 hours
- Measurements: 10.5" x 10.5" x 97" (78" Pole + 19" Lamp)
- Additional Pole Sizes Available: 96" & 120" (Call: 1-800-985-4129)
- 21 Super Bright LEDs In Each Lamp Head
- Bright White Light (6000K) Color Temperature
- Commercial Grade Construction
- 8 Watt Heavy Duty, Tempered Glass Solar Panel
- 4 pack Li-Ion Rechargeable Batteries
- Each Lamp Head Is 19"H X 10.5" W



COMMERCIAL POLE

Instruction Manual

Model: GS-CP65/8/10FT



6.5 FT.

8 FT.

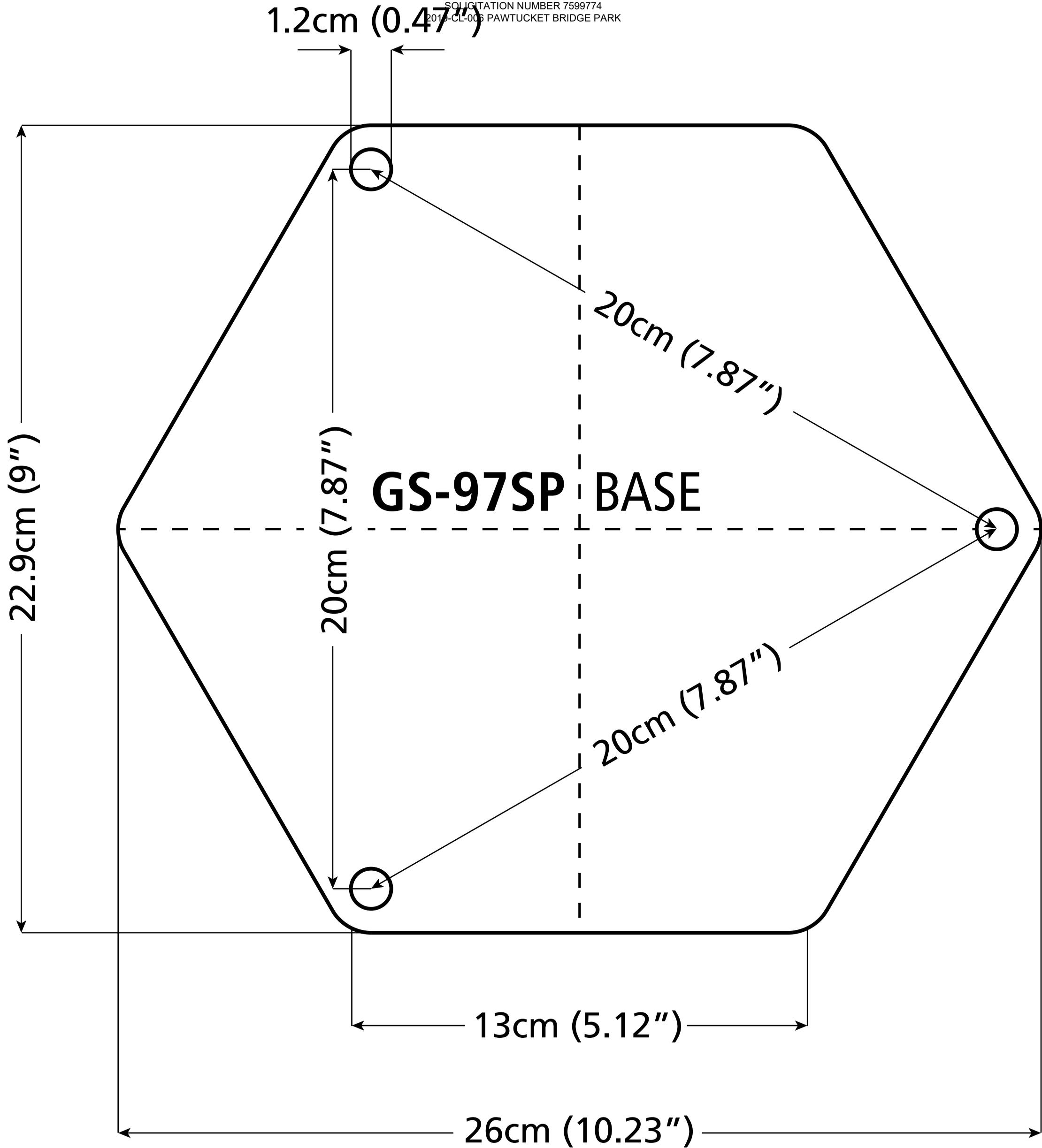
10 FT.

Introduction

Thank you for your purchase. **GAMA SONIC®** has been recognized as a worldwide leader in the lighting industry for over 20 years. The company also offers unique multi-purpose rechargeable products that range from party lights to emergency lighting products.

For technical assistance and more information call our Toll Free number:
800-835-4113 (only within the US).

Visit our website or download the latest version of your instruction manual:
www.gamasonic.com Or www.gamasonic.com/user-guides

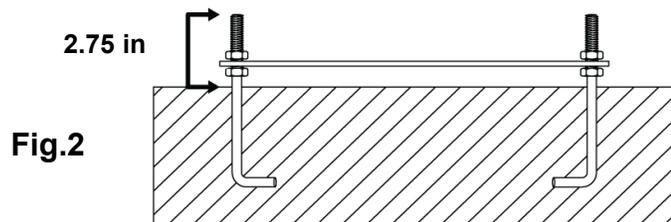
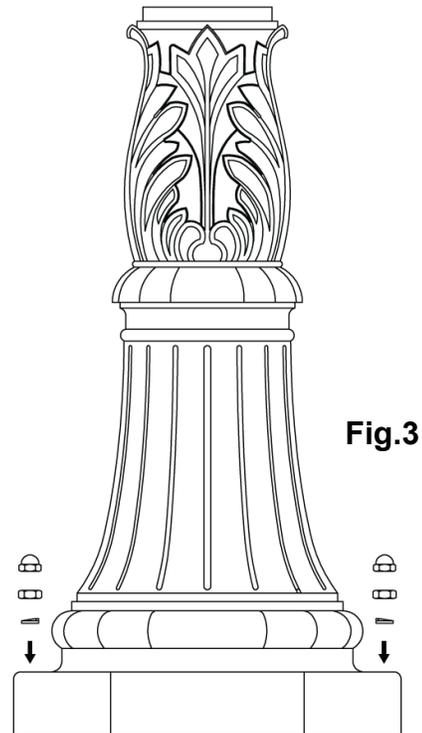
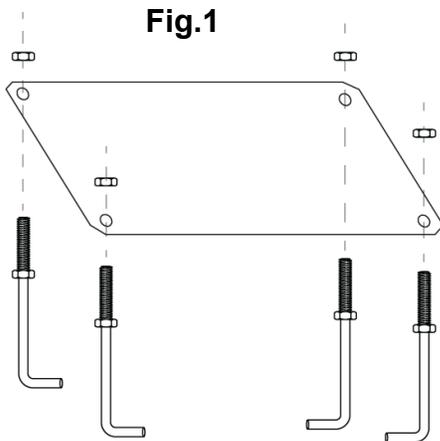


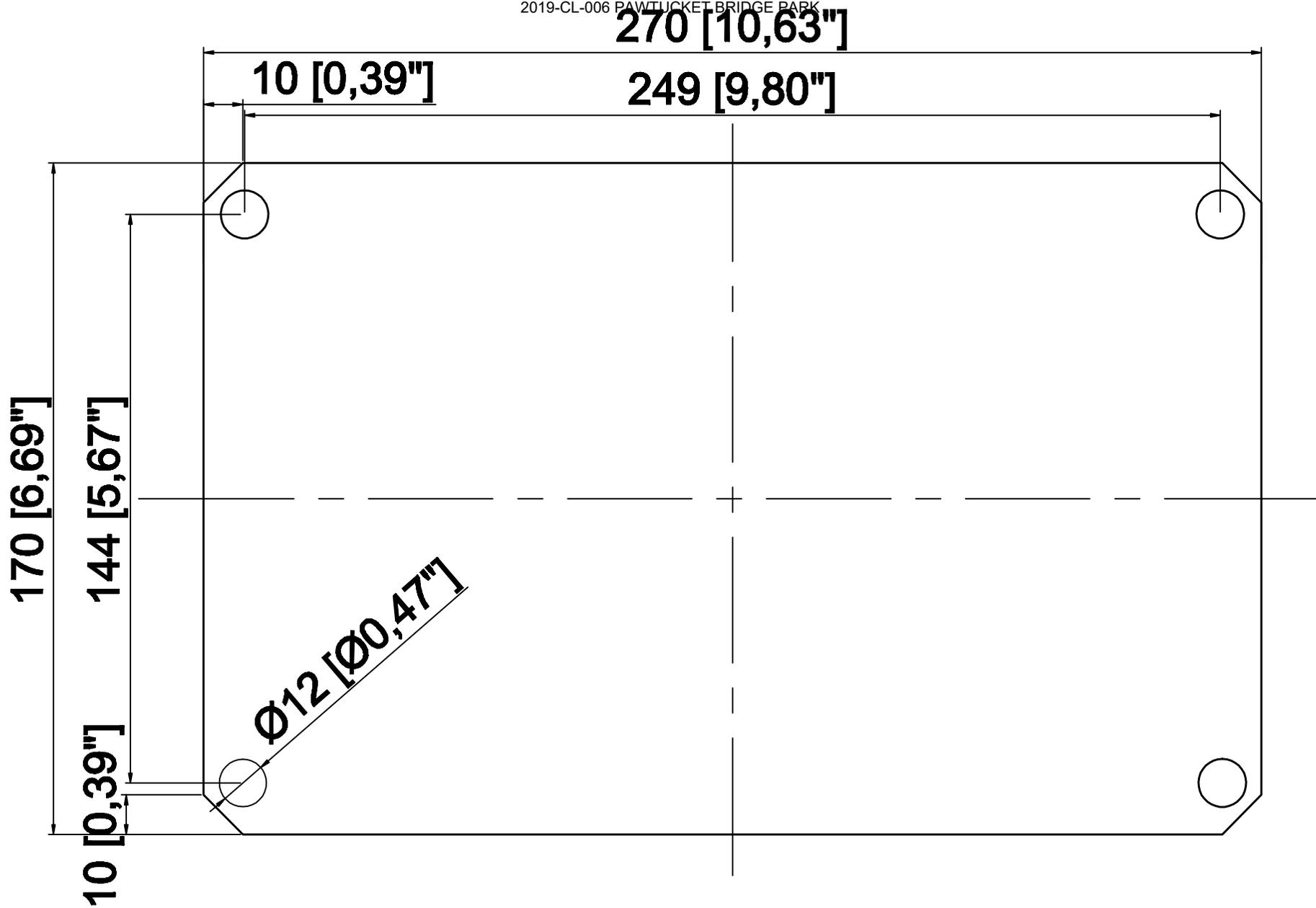
NOTE: Before installation check with a contractor what size of a concrete slab you need to pour.

NOTE: The following steps are for reference only. Consult your local hardware store for the best installation method for your particular surface.

Installation:

1. After pouring the concrete and while it is still wet, place one nut (G, silver) on each bolt (F) and screw it down to the end of the threading, place the plate (H) over the four bolts and sandwich the plate down with four more nuts (G, silver) (Fig.1). Submerge the bolts into the concrete but leave 2.75" exposed. There should be a gap between the plate (H) and the cement (FIG.2). Try to keep the threading clean so the bolts will go on easily after the cement is dry.
2. After the cement has cured, place the base (A) of the pole over the four bolts (F) and tighten them down with the four spring washers (H) and 4 nuts provided and for aesthetics (G, black). Then, screw on the four cap nuts (I) (Fig.3).
3. Place part (B) of the pole over part (A) and screwed down with three screws (J) that are provided.
4. Screw clockwise the connector part (C) on to part (B).
5. Screw clockwise Place part (D) of the pole over part (C).
6. Screw clockwise the 3 inch fitter connector part (E) over part (D).





Gama Sonic Commercial Pole Installation Template

***** PLEASE CALL 811 BEFORE YOU BEGIN TO DIG*****

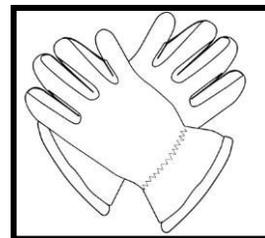
Every digging job requires a call – even small projects like planting trees or shrubs.

If you hit an underground utility line while digging, you can harm yourself or those around you, disrupt service to an entire neighborhood and potentially be responsible for fines and repair costs.

Smart digging means calling 811 before each job. Whether you are a homeowner or a professional excavator, one call to 811 gets your underground utility lines marked for FREE.

Installation Safety:

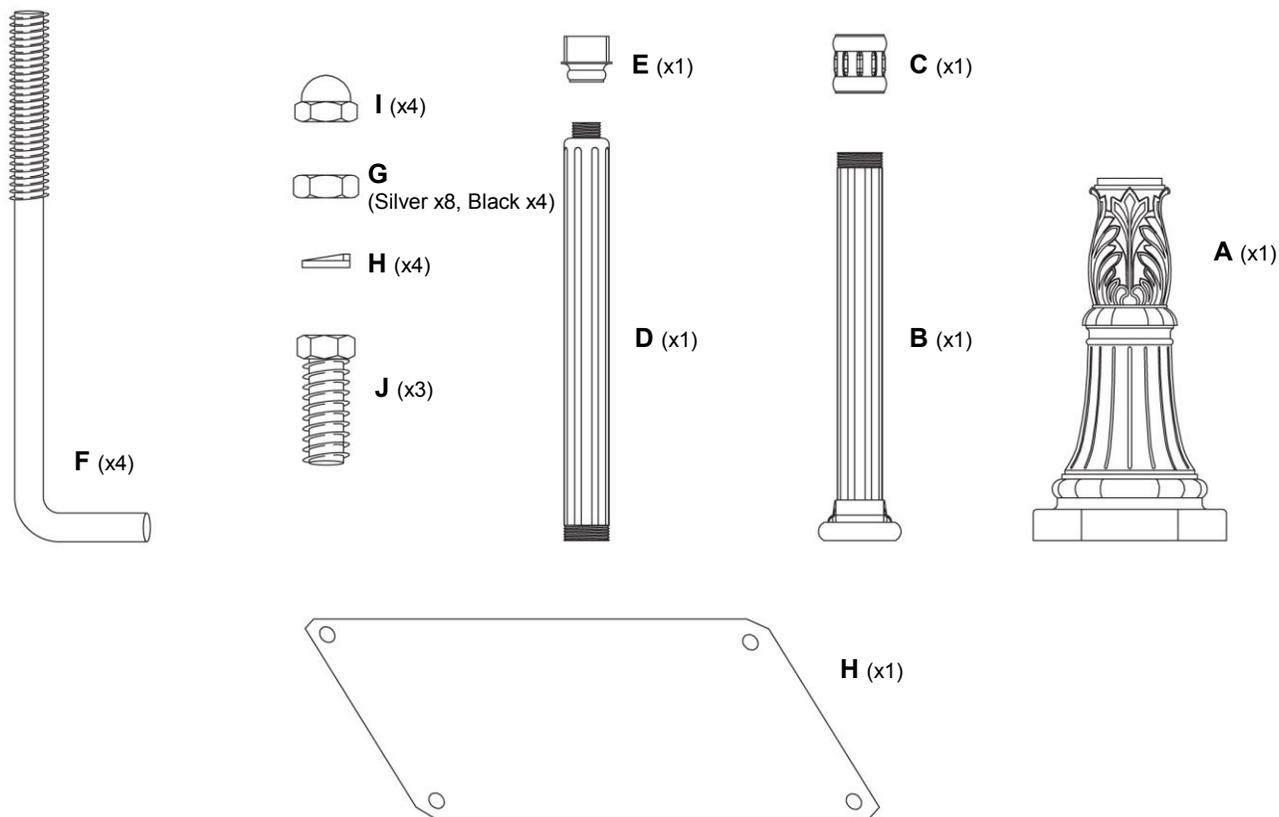
- Use Working Gloves, Safety Glasses.
- Make sure not to allow children be near during installation.
- Check stability of the Lamp post after installation is completed.



WORKING GLOVES

Read the instruction manual carefully to obtain the best results from your purchase.

Unpack and identify the following parts:

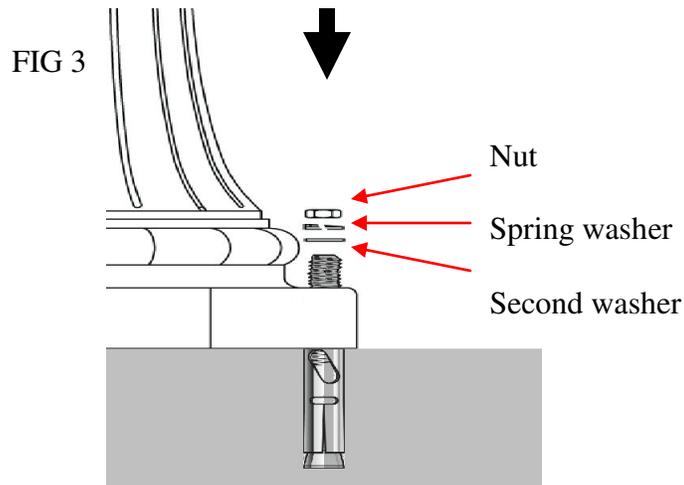
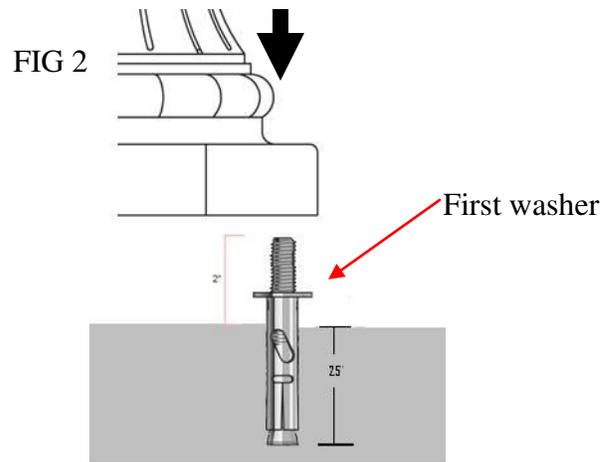
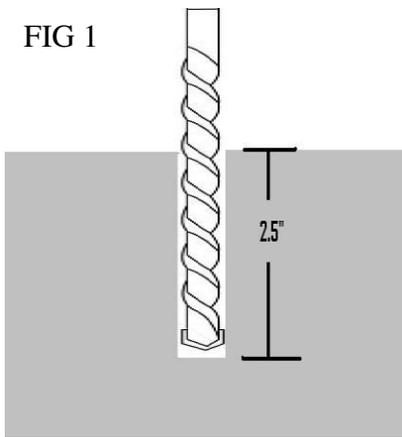




6 Easy steps on how to install sleeve anchors.

After using the base as a template and marking the three holes.

1. Use an electric drill with a bit the size of the *sleeve, drill a hole 2.5" deep in the desired spots (FIG 1).
2. Clean the hole from residue from the drilling.
3. Place the sleeve and anchor into the hole and make sure to leave 2" exposed (FIG 2).
4. Place the First washer over each anchor, then place the base of your unit over the screws (FIG 2).
5. Place the second washer and spring washer over the unit and tighten clockwise with the provided nuts (FIG 3).
6. After finishing place the black decorative cap over the nuts.

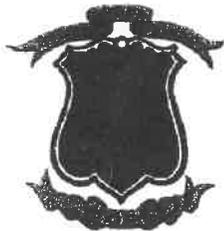


*The sleeve is the outer part that is covering the screws

APPENDIX C

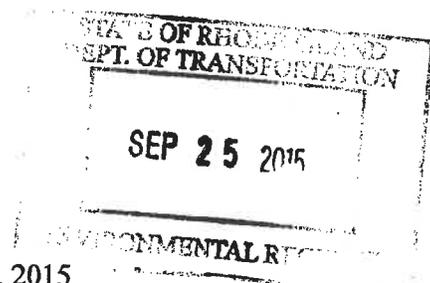
Permits

Bk L3877 Pg 246 #77
10-07-2015 @ 03:37p



State of Rhode Island and Providence Plantations
Coastal Resources Management Council
Oliver H. Stedman Government Center
4808 Tower Hill Road, Suite 116
Wakefield, RI 02879-1900

(401) 783-3370
Fax (401) 783-3767



ASSENT MODIFICATION

September 21, 2015

Department of Transportation
Att: Peter Healey, PE
Two Capitol Hill, Room 329
Providence, RI 02903

RE: Modification of CRMC Assent A 2011-04-033 – Creation of a new park area and parking, relocation of extended detention basin, access path, construction and realignment of intersections, all per the submitted plans.

Site Address: Division Street Bridge 550 Plat: 23 Lot: 575
Site Town: Pawtucket

Dear Mr. Healey:

The Rhode Island Coastal Resources Management Council has reviewed your request for modification of assent no. A2011-04-033 and approves the modification with the following alterations to stipulations:

Stipulations of Approval:

1. The applicant shall record this assent in its entirety in the land evidence records of the City of Pawtucket within thirty (30) days of the date of assent issuance. Certification by the Town Clerk's office that this stipulation has been complied with shall be furnished to Coastal Resources Management Council by the applicant within fifteen (15) days thereafter. Failure to comply with provision will render this assent null and void.
2. The approved modification plans shall be those 16 sheets entitled "Department of Transportation...Bridge Replacement Pawtucket River Bridge No. 550 Detention Basin Contract 2...CRMC Submission..." dated November 21, 2014 by Stephen M. Clarke, RPE.

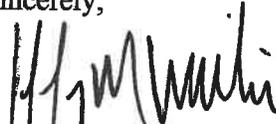
CITY OF PAWTUCKET

Department of Transportation
Modification of Assent No. A2011-04-033
September 21, 2015
Page Two

3. The Department of Transportation agrees to provide treatment for the water quality volume portion of the stormwater runoff from the 7.92a of pavement within the project bounds or elsewhere within the coastal watershed of the Seekonk River prior to its discharge to the Seekonk River per the requirements of Assent #2009-03-001. It is recognized that ~3.45a of treatment is to be achieved via this current modification. It is agreed that an additional ~4.47a of treatment is still required and that RIDOT is responsible for continued pursuit of suitable sites as detailed in their letters to the CRMC dated 4/22/15 and 8/27/15.

In accordance with revisions to RIGL 46-23-6.3 Expiration Tolling Periods (as amended effective June 19, 2015), all work being permitted must be completed on or before **July 1, 2019**, after which date this assent is null and void (unless written application requesting an extension is received by CRMC sixty (60) days prior to expiration date). **In addition, all stipulations of the original CRMC assent remain in full force and effect except as modified by the stipulations contained herein and/or by the plans approved by this assent modification approval.**

Sincerely,



Jeffrey M. Willis, Deputy Director
Coastal Resources Management Council

/kc

Construction Site Stormwater Pollution Prevention Plan
Pawtucket Bridge Park

I acknowledge that I have read and understand the terms and conditions of the SWPPP for the above designated project and agree to follow the BMPs and practices described in the SWPPP.

RIDOT Resident Engineer:

Insert Company or Organization Name

Insert Name & Title

Insert Address

Insert City, State, Zip Code

Insert Telephone Number, Insert Fax/Email

signature/Click or tap to enter a date.

RIDOT SWPPP Inspector:

Insert Company or Organization Name

Insert Name & Title

Insert Address

Insert City, State, Zip Code

Insert Telephone Number, Insert Fax/Email

signature/Click or tap to enter a date.

Contractor SWPPP Contact:

Insert Company or Organization Name

Insert Name & Title

Insert Address

Insert City, State, Zip Code

Insert Telephone Number, Insert Fax/Email

signature/Click or tap to enter a date.

Subcontractor SWPPP Contact:

Insert Company or Organization Name

Insert Name & Title

Insert Address

Insert City, State, Zip Code

Insert Telephone Number, Insert Fax/Email

signature/Click or tap to enter a date.

Insert more contact/signature lines as necessary

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

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

Pawtucket Bridge Park - 2019-CL-006

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 statutes 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 other 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.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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.



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

Project: Pawtucket Bridge Park

2019-CL-006

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:

Pertinent Non-Discrimination Authorities:

- 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 identification).
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 in 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.