



INVITATION TO BID

SOLICITATION TITLE: 2020-CM-029 DRAINAGE IMPROVEMENTS PUTNAM PIKE (RTE. 44) - DOT
SOLICITATION NUMBER: RFQ #7603774
BID PROPOSAL SUBMISSION DEADLINE: June 2, 2020 at 1:00 PM

PREBID CONFERENCE

NONMANDATORY

MANDATORY → Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

QUESTIONS about this solicitation must be emailed and received by the Division of Purchases at marisa.delfarno@purchasing.ri.gov no later than Tuesday, May 26, 2020, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at www.purchasing.ri.gov as an addendum to this solicitation

BID BOND REQUIRED: NO
 YES

PAYMENT AND PERFORMANCE BOND REQUIRED: NO
 YES

SPECIFICATIONS AND PLANS: NO
 YES → See Electronic Solicitation Bidding Information.
Click on the online active "D" link in the "info" column.

Continued onto next page



INVITATION TO BID

SOLICITATION TITLE: 2020-CM-029 DRAINAGE IMPROVEMENTS PUTNAM PIKE (RTE. 44) - DOT
SOLICITATION NUMBER: RFQ #7603774
BID PROPOSAL SUBMISSION DEADLINE: June 2, 2020 at 1:00 PM

RIVIP REGISTRATION: Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at www.purchasing.ri.gov. To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

BIDDER CERTIFICATION COVER FORM: Bidders must download (obtainable at www.purchasing.ri.gov), complete, and submit a Bidder Certification Cover Form with each bid proposal.

Solicitation Date: Tuesday, April 14, 2020

Project Description: 2020-CM-029 DRAINAGE IMPROVEMENTS PUTNAM PIKE (RTE. 44) - DOT

Project Location: Putnam Pike (Route 44), between Highland Lake Drive and Lee Drive in Glocester, RI

Completion Time: Expected to be complete by September 30, 2020

User Agency: Rhode Island Department of Transportation

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

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated March 2, 2020 for the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at www.purchasing.ri.gov.

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

Continued onto next page



INVITATION TO BID

Electronic Solicitation Bidding Information

Downloading and Accessing Additional Electronic Solicitation Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".

Buyer Name: Marisa DeFarno, Title: Buyer I

A handwritten signature in black ink, appearing to be "M. DeFarno", written over a horizontal line.



State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at www.purchasing.ri.gov



State of Rhode Island
Division of Purchases

Public Works
Bid Preparation Checklist

Date: 6/2/2020

Bid#: 7603774

Title: 2020-CM-029 DRAINAGE IMPROVEMENTS PUTNAM PIKE (RTE.44) - DOT

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is **not** a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

- RIVIP Bidder Certification Cover Form (completed) signed in ink
- Bid Form
 - All applicable blank spaces on the Bid Form have been completed
 - All Addenda have been acknowledged
 - Bid price printed legibly in ink (in both words and figures that match where specified)
 - Erasures or corrections have been initialed by person signing the Bid Form
 - Bid Form is signed in ink
- Bid Surety
 - Bid bond or certified check (for DOT projects, bid bond only)
 - Bid surety is five percent of the bid total (or such other specified amount)
 - Bid Bond is signed by the bidder and surety
 - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond
- Public Copy of bid proposal in pdf format on a read-only CD-R media disk
- General Contractor Apprenticeship Certification Form "2013-14" (for projects \$1,000,000 and greater) required at time of bid proposal submission

Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.

- Applicable professional licenses (as specified in the Solicitation)
- Rhode Island Contractor Registration Board No.
- All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- Each bid proposal submitted in a separate sealed envelope
- Completed Form W-9
- Other _____

Buyer Name: Marisa DeFarno

Contact Information: marisa.delfarno@purchasing.ri.gov

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a horizontal line that tapers to the right.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor

Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone; (401) 462-8000
TTY; Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

An Equal Opportunity Employer/Program. /Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

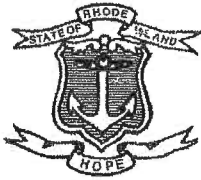
Title: _____

Subscribed and sworn before me this ___ day of _____, 20__.

Notary Public
My commission expires: _____

An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished - Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2)) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

Solicitation #: 7603774
Solicitation Title: Drainage Improvements Putnam Pike (Rte 44)

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	\$ _____
No. 2: N/A	\$ _____
No. 3: N/A	\$ _____
Total Allowances:	\$ _____

Solicitation #: 7603774
Solicitation Title: Drainage Improvements Putnam Pike (Rte 44)

- **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

Solicitation #: 7603774
Solicitation Title: Drainage Improvements Putnam Pike (Rte 44)

\$ _____
(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: _____ \$ _____

Unit Price No. 2: _____ \$ _____

Unit Price No. 3: _____ \$ _____

4. CONTRACT TIME

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

Solicitation #: 7603774
Solicitation Title: Drainage Improvements Putnam Pike (Rte 44)

- Start of construction: Upon Notice To Proceed (NTP)
- Substantial completion: 90 Calendar Days from NTP
- Final completion: 90 Calendar Days from NTP

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: \$ 550.00.

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.

Solicitation #: 7603774
Solicitation Title: Drainage Improvements Putnam Pike (Rte 44)

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

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

Two Capitol Hill
Providence, RI02903

R.I. Contract No. 2020-CM-029
Federal Aid Project No. 405-422-016

Bid Number: 7603774

**DRAINAGE REPAIRS
PUTNAM PIKE (ROUTE 44)**

TOWN OF GLOCESTER
COUNTY OF PROVIDENCE

APRIL 2020

CONTRACT BOOK INDEX

DESCRIPTION	PAGE NO.
CONTRACT STATEMENT	CS-1
PROJECT LOCATION MAP	CS-1
CONTRACT REQUIREMENTS	CS-2
CONSTRUCTION REQUIREMENTS	CS-2
COMPLETION DATE	CS-3
SHOP DRAWINGS AND SUBMITTALS	CS-3
UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION	CS-3
SUGGESTED SEQUENCE OF CONSTRUCTION	CS-5
SPECIAL REQUIREMENTS FOR TRAFFIC MAINTENANCE AND PROTECTION	CS-6
TRAFFIC FINES IN WORK ZONES	CS-7
INCIDENT MANAGEMENT	CS-8
CONTRACTOR'S RESPONSIBILITY FOR DAMAGED STORM DRAINS	CS-8
CONTRACTOR'S RESPONSIBILITY FOR DAMAGED UTILITY FACILITIES	CS-8
COORDINATION WITH OTHER CONTRACTS	CS-8
POLICE COMPENSATION	CS-9
MBE AND TRAINEE GOAL	CS-9
PRE-BID CONFERENCE	CS-9

Appendix A – Contract Drawing

Appendix B – Traffic Management Plan (TMP)

Appendix C – Required Forms - TO BE SIGNED AND SUBMITTED WITH BID

CONTRACT STATEMENT

Rhode Island Contract No. 2020-CM-029 is a construction contract for drainage repairs/improvements on Putnam Pike (Route 44), between Highland Lake Drive and Lee Drive in Gloucester, 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/cement concrete base; maintenance and protection of traffic; placement of erosion and sediment controls; removal of bituminous asphalt; earth/trench excavation; trimming and fine grading; installation of new RI Std. drainage structures; installation of new ductile iron pipe (DIP) for drainage conveyance; placement of new driveway aprons, RI Std. 7.5.1 Bit. Berms, RI Std. 8.4.0 paved waterways and permanent patch (over proposed drainage pipe installation) using Class 12.5 Hot Mix Asphalt (HMA); 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

**PUTNAM PIKE (ROUTE 44) – GLOCESTER – BETWEEN HIGHLAND
LAKE DRIVE AND LEE DRIVE**

CONTRACT REQUIREMENTS

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

Glocester Building/Zoning
Office – Town Hall
1145 Putnam Pike
Chepachet, RI 02814
Phone: (401) 568-5850

Glocester Department of Public Works
Mr. Gary Treml, Director of Public Works
91 Chestnut Hill Road
Glocester, RI 02814
Phone: (401) 568-5540

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

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

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

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

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 Putnam Pike 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.

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.

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

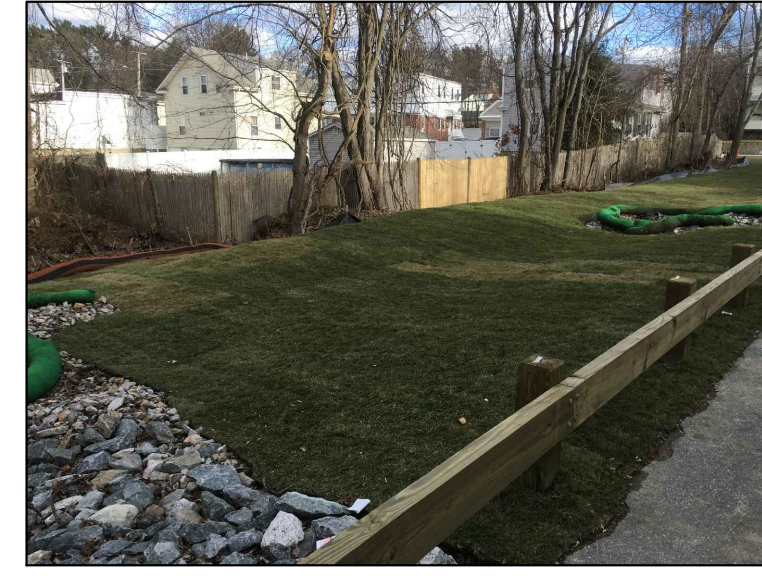
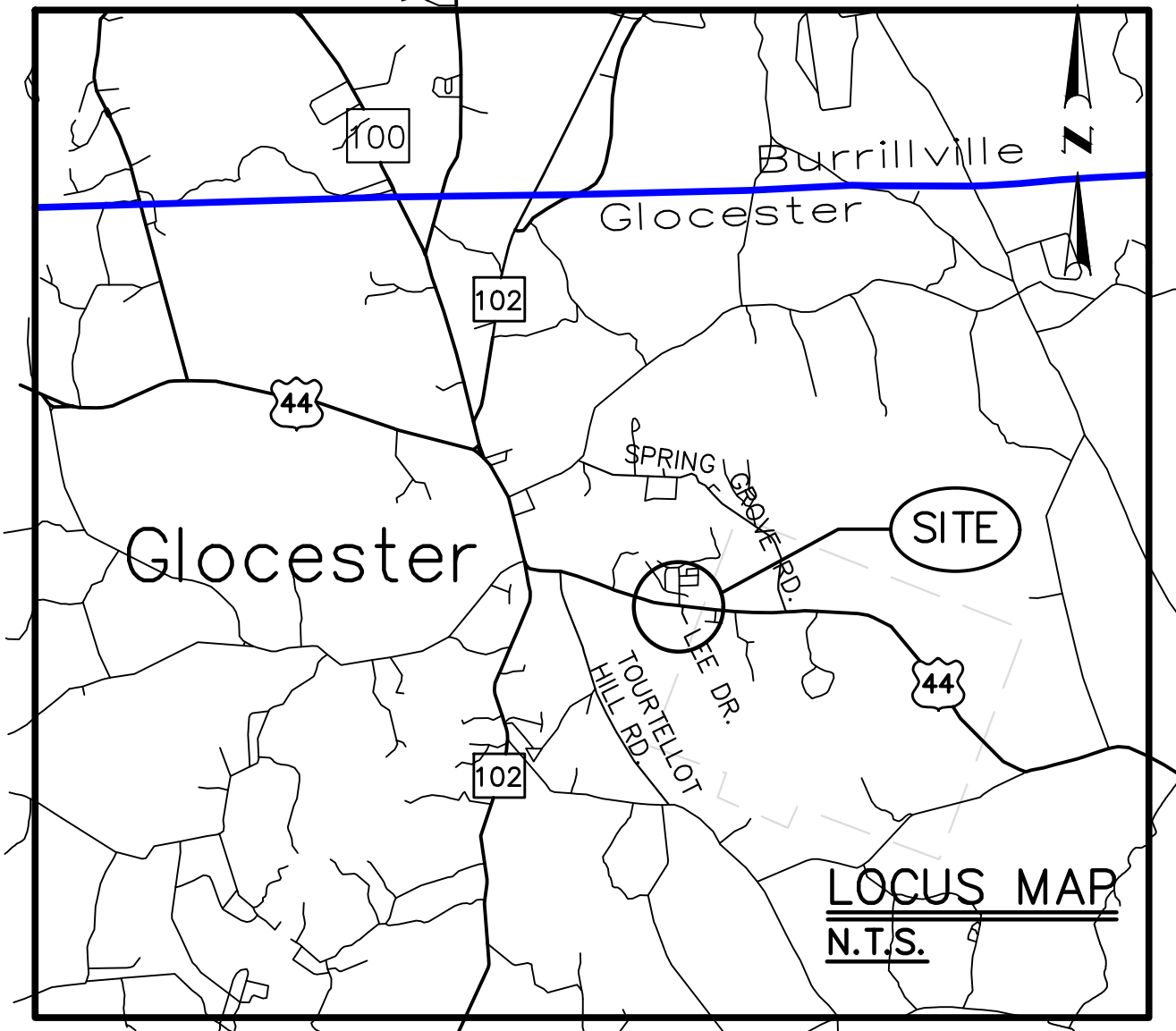
The MBE goal for this project is 10%. There are no trainee hours required.

PRE-BID CONFERENCE

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

Appendix A – Contract Drawing

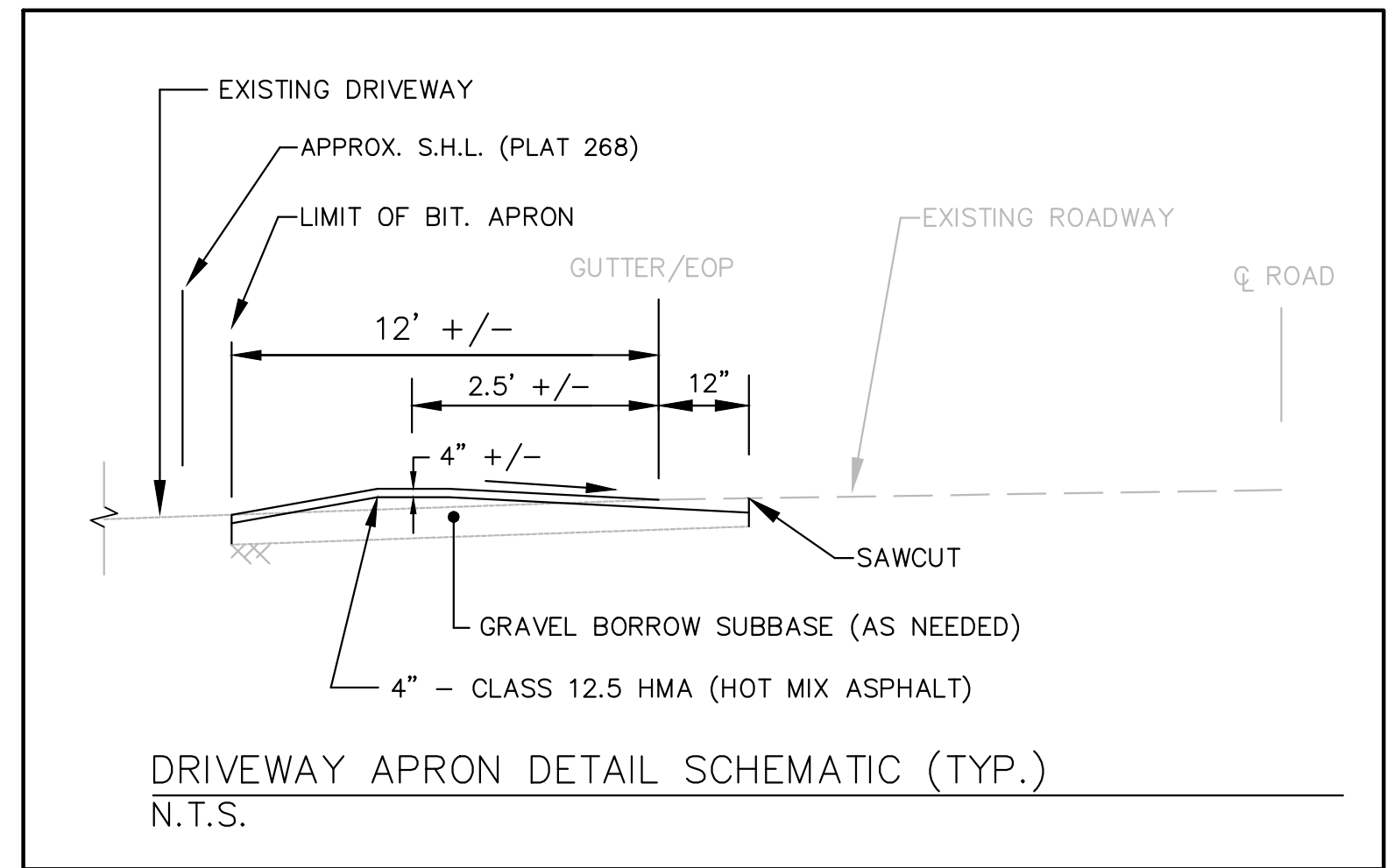
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
##	RI	#####	####	#	###



** PROPOSED TIMBER GUARDRAIL SHALL BE OF THE SAME TYPE AND SIZE AS SHOWN IN PHOTO

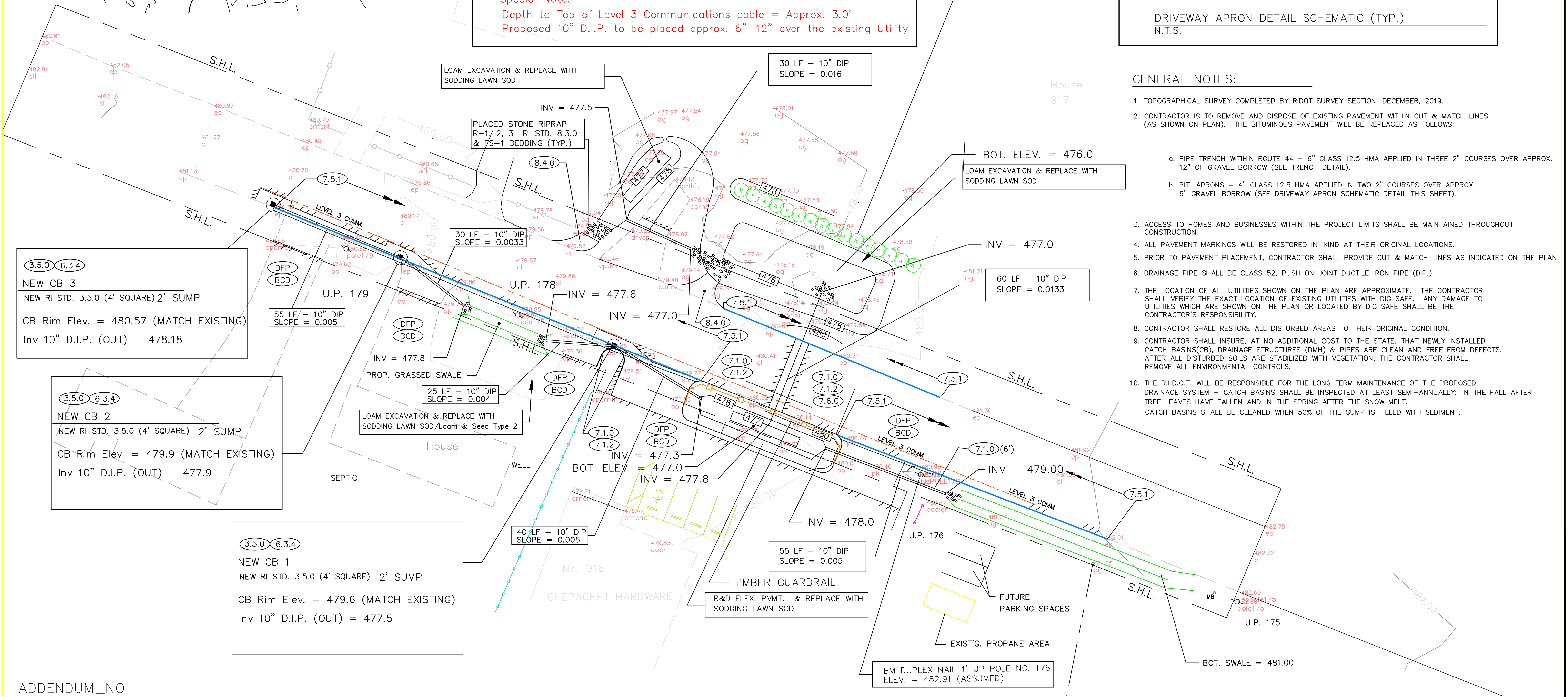
PLANT LIST						
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	SPACING
12	CF	Thuja occidentalis "Techny"	Techny American Arborvitae	4'-5'	B&B	As Shown
** To be PLanted by Others **						

** Special Note:
Depth to Top of Level 3 Communications cable = Approx. 3.0'
Proposed 10" D.I.P. to be placed approx. 6"-12" over the existing Utility



GENERAL NOTES:

- TOPOGRAPHICAL SURVEY COMPLETED BY RIDOT SURVEY SECTION, DECEMBER, 2019.
- 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:
 - PIPE TRENCH WITHIN ROUTE 44 - 6" CLASS 12.5 HMA APPLIED IN THREE 2" COURSES OVER APPROX. 12" OF GRAVEL BORROW (SEE TRENCH DETAIL).
 - BIT. APRONS - 4" CLASS 12.5 HMA APPLIED IN TWO 2" COURSES OVER APPROX. 6" GRAVEL BORROW (SEE DRIVEWAY APRON SCHEMATIC DETAIL THIS SHEET).
- ACCESS TO HOMES AND BUSINESSES WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- ALL PAVEMENT MARKINGS WILL BE RESTORED IN-KIND AT THEIR ORIGINAL LOCATIONS.
- PRIOR TO PAVEMENT PLACEMENT, CONTRACTOR SHALL PROVIDE CUT & MATCH LINES AS INDICATED ON THE PLAN.
- DRAINAGE PIPE SHALL BE CLASS 52, PUSH ON JOINT DUCTILE IRON PIPE (DIP).
- 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.
- CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITION.
- 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.
- 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.



NEW CB 3
NEW RI STD. 3.5.0 (4' SQUARE) 2' SUMP
CB Rim Elev. = 480.57 (MATCH EXISTING)
Inv 10" D.I.P. (OUT) = 478.18

NEW CB 2
NEW RI STD. 3.5.0 (4' SQUARE) 2' SUMP
CB Rim Elev. = 479.9 (MATCH EXISTING)
Inv 10" D.I.P. (OUT) = 477.9

NEW CB 1
NEW RI STD. 3.5.0 (4' SQUARE) 2' SUMP
CB Rim Elev. = 479.6 (MATCH EXISTING)
Inv 10" D.I.P. (OUT) = 477.5

ADDENDUM_NO



STATE OF RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
Two Capitol Hill
Providence, Rhode Island 02903-1124
(401) 222-2023

DESIGNED BY: MJD
CHECKED BY: MJD
DATE: 02-12-2020
SHEET: 1
OF: 2

SCALE: 1"=20'
10 20 40 80

REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

ROUTE 44
915 PUTNAM PIKE
GENERAL PLAN
GLOUCESTER
RHODE ISLAND

Appendix B - Traffic Management Plan



**LEVEL 3
TRANSPORTATION
MANAGEMENT
PLAN**

Project Name: **Drainage Improvements - Route 44 (Putnam Pike)**

RI Design Contract No(s): **2006-SH-004**

RI Construction Contract No(s): **2020-CM-029**

Submission: **90%**

Date: **March 2, 2020**

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, installing new ductile iron drainage pipe (D.I.P.); installation of RI Std. Berm & bit. driveway aprons; restoring drainage detention areas through 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 Putnam Pike (U.S. Route 44) in Glocester between Highland Lake Drive and Lee Drive, Glocester, RI

ROADWAYS DIRECTLY AFFECTED BY PROJECT WORK ZONES

ROADWAY NAME	FROM	TO	LENGTH
Putnam Pike (Route 44)	Highland Lake Drive	Lee Drive	0.2 mile

General Project Schedule*: The work is expected to begin June, 2020 and is expected to be complete by September 30, 2020

*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.*

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.

ADMINISTRATOR PROJECT MANAGEMENT		
Signature:	 <div style="background-color: yellow; padding: 2px; font-size: small;">David W. Fish, P.E.</div>	
Date:	<div style="font-size: large; font-family: cursive;">3-10-2020</div>	
Revision #	Initials	Date

STATE TRAFFIC SAFETY ENGINEER		
Signature:	 <div style="background-color: yellow; padding: 2px; font-size: small;">Steve Pristawa, P.E.</div>	
Date:	<div style="font-size: large; font-family: cursive;">3-5-20</div>	
Revision #	Initials	Date

CHIEF ENGINEER INFRASTRUCTURE MAINTENANCE		
Signature:	 <div style="background-color: yellow; padding: 2px; font-size: small;">Robert Rocchio, P.E.</div>	
Date:	<div style="font-size: large; font-family: cursive;">3-11-20</div>	
Revision #	Initials	Date

TMP IMPLEMENTATION MANAGERS

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

RIDOT	
Name:	
Title:	
Unit:	
Office Phone:	
Mobile Phone:	
E-Mail:	

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

Route 44 Gloucester - 915 Putnam Pike Drainage Improvements Restrictions Chart

Location	Time of Day		MINIMUM NUMBER OF TRAVEL LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2,3,4}						
	From	To	Day of Week						
	SUN	MON	TUES	WED	THURS	FRI	SAT		
Route 44 - 915 Putnam Pike Drainage Repairs	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	
	15:00	18:00	ALL	ALL L	ALL L	ALL L	ALL L	ALL L	
	18:00	24:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL

LEGEND

ALL

All travel lanes and shoulders shall remain open to traffic

ALL L

All existing travel lanes shall remain open to traffic

1 L ALT

A minimum of one 11-foot wide travel lane shall remain open to alternating traffic

NOTES

- 1 The set-up and break-down of temporary traffic control devices within a traveled way shall be construed as a closure of that traveled way.
- 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.
- 3 At locations with a sidewalk(s), a minimum of one sidewalk on one side of the roadway shall remain open to pedestrians at all times.
- 4 Access to and egress from all side streets, driveways, businesses, and residences intersecting the Project work zones shall be maintained at all times unless otherwise noted or shown on Plans.

Appendix C Required Forms

Revised: 4/12/2002

Drainage Improvements Putnam Pike (Rte. 44) – 2020-CM-029

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

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 _____.

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

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.

Drainage Improvements Putnam Pike (Rte. 44) – 2020-CM-029

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.

Conflicts Disclosure Statement

RE:

I, BLANK hereby certify as follows:

I am employed as a BLANK of BLANK and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE CIRCLE:

- 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.

Drainage Improvements Putnam Pike (Rte. 44) – 2020-CM-029

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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. 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 registrant under the Lobbying Disclosure Act of 1995 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503

Drainage Improvements Putnam Pike (Rte. 44) – 2020-CM-029

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 forth in 41 CFR 60-4.3(a), and its efforts to meet 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 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 non-segregated 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.

Name

Date



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

Project: **Drainage Improvements Putnam Pike (Rte. 44) – 2020-CM-029**

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