

## TOWN OF WESTERLY

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# REQUEST FOR QUOTATION 2019 TOWN-WIDE ROAD RESURFACING PROJECT

RFQ Number: 2019 – 003

The Town of Westerly (Town), Westerly, RI, acting through its Purchasing Agent, is hereby soliciting sealed bids for the above referenced RFQ and you are hereby invited to submit a Proposal for the Scope of Work described in this Request for Quotation, in strict accordance with the Bid Documents.

### **TERMS AND CONDITIONS**

Bids shall be based on the Terms and Conditions as referenced in this Request for Quotation.

### **BID DUE DATE/SUBMITTING INSTRUCTIONS**

**BIDS ARE DUE** and MUST BE SUBMITTED on the attached **BID FORM, Attachments B, NO LATER THAN 10:00 a.m. EST, Wednesday, February 13, 2019**. A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids **must be** sealed and addressed to the undersigned, at the Purchasing Department, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFQ Number and Title. Bidders must include **two copies and a DIGITAL copy on Disk, Flash or Zip drive** of the Bid as defined in the Instruction to Bidders.

### **BIDDER'S QUESTIONS**

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at [mbednarski@westerlyri.gov](mailto:mbednarski@westerlyri.gov) no later than 2/8/2019, 1:00PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Town of Westerly website at [www.westerlyri.gov](http://www.westerlyri.gov) as an addendum to this solicitation.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

1. Bidder shall base the Proposal on providing all materials and equipment, FOB jobsite.
  2. Price must include a 5% Bid Bond and cost of Payment and Performance Bonds. The successful subcontractor will be required to post a 100% Payment and Performance Bond.
  3. Bidders shall note that their bid must be based on Prevailing Wage. The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis and submit certified weekly payroll as described in the Instructions to Bidders. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov).
  4. Bidder's prices shall include all Permits/Fees.
  5. Quotes must be firm for a minimum of 90 days from date of submission.
  6. Field Visits – Subcontractor shall confirm field measurements as part of the bidding process. Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruptions or interference with any other contractor and a minimum of inconvenience and injury to other persons and property. All field visits must be coordinated with the Town point of contact within 48 hours from all site visits.
  7. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Change Orders will be necessary.
  8. This project is Tax exempt for Rhode Island Sales Tax and Federal Excise Taxes.
  9. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
  10. Envelopes containing bids **must be** sealed and addressed to the Purchasing Agent, Mark S. Bednarski, at the Purchasing Department, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFQ Number and Title. Bidders must include
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## **RFQ BID DOCUMENTS**

### **Request for Quotation**

**Attachment A** – Scope of Work/ Project Schedule

**Attachment B** – Bid Form

**Attachment C** – Instruction to Bidders

**Attachment D** – Bid Preparation Checklist

**Attachment E** – Experience Background

**Attachment F** – Proposed Subcontractors

**APPENDIX A** - Bidder Certification

**APPENDIX B** - Prevailing Wages

**APPENDIX C** - Sample Contract

**APPENDIX D** – Federal Contract Provisions

### **Technical Specifications**

### **Details**

**BIDDER CERTIFICATION FORM:** Bidders must include, complete, and submit a Bidder Certification Form with each bid proposal. This solicitation is available at [www.westerlyri.gov](http://www.westerlyri.gov).

The Town of Westerly reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town.

The Town does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

**Mark Bednarski,**  
Purchasing Agent  
Town of Westerly  
45 Broad Street  
Westerly, RI 02891  
Tel: (401) 348-2625  
Email: [mbednarski@westerlyri.gov](mailto:mbednarski@westerlyri.gov)  
[www.WesterlyRI.gov](http://www.WesterlyRI.gov)



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209.01 STORM DRAIN PROTECTION

302.01. PROCESSED GRAVEL BASE COURSE 300-1

932.9901 SAWCUTTING PAVEMENT AND SIDEWALK

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999.0002 EMERGENCY NO PARKING SIGNS AT WORK ZONES

T.20.03 PAVEMENT MARKINGS

Structures Adjusted to Grade

Reconstruct Catch Basins and Manholes

Replace Water Gate Boxes

Gas and Water Box Adjustments

Bituminous Base Course

Bituminous Surface Course

Bituminous Concrete Curbing (Cape Cod Berm)

Asphalt Emulsion Tack Coat

Removing Bituminous Pavement by Cold Planing

Loam and Seeding

Trimming and Fine Grading

Details:

Bituminous Berm	Details 1
Bituminous Lip Curb	Details 2
Westerly Sewer Frame and Cover	Details 3
Westerly Utilities Valve Boxes	Details 4
Reconstruct Catch Basins	Details 6
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**Quantity Estimates**

## TOWN OF WESTERLY

### ATTACHMENT A

# SCOPE OF WORK

**GENERAL SCOPE OF WORK:** The Town of Westerly is seeking bid proposals from qualified Contractors to perform full-depth reclamation of pavement surface and bituminous asphalt paving overlay work on specified Town maintained roads or portions thereof. Work under this contract will require reclamation, bituminous pavement overlay, adjustment of existing utility boxes, removing and resetting, reconstructing, or replacing of selected sewer manhole and drainage structure frames/grates/covers, replacing water gate boxes, application of Epoxy Resin Pavement Markings, and loaming & seeding of disturbed shoulder areas.

The Town of Westerly reserves the right to add additional new street segments or deduct street segments from this project.

Contractor will be required to include all incidental costs associated with general conditions, bond costs, insurance costs, administrative costs, permit fees, mobilization, maintenance and protection of traffic, traffic signage, drums, barrels, cones, sawcutting, protection of drainage structures from sediment migration, and installation of temporary erosion control items as necessary and directed by the Engineer; within the unit price items submitted as part of the general bid within the accompanying Bid Form.

The Contractor will also be required to coordinate their work in an organized, efficient fashion to provide reclamation operations and bituminous pavement overlay work to provide the required maximum twenty (20) calendar day period for road disturbance from reclamation commencement to final surface paving operations. On all roads within the project area, the Contractor will be responsible for soil erosion and sediment control measures, protection and cleaning of catch basins and drainage structures, and for the integrity of the road base, including curbs and sidewalks, until paving is complete and accepted. On Tom Harvey Road, Canal Street, Wawaloam, and Noyes Neck the maximum period for road disturbance from reclamation to overlay shall be five (5) calendar days. **Penalties to the Contractor will be applied if this requirement is not adhered to – refer to General Conditions & Information to Bidders - Section H requirements within these Contract Specifications.**

Police Detail Rate has been included within the attached Bid Form of the proposal. It shall be the Contractor's responsibility to provide police details as required during all periods of construction. The Police Detail Rate is being provided as a pass-through cost to the Contractor under this Contract with no mark-up allowed and will be paid directly by the Town to the Police Departments providing police detail services. Contractor shall be responsible for costs associated with coordinating and scheduling required police details where required during the progression of their work of the contract and for all costs associated with the contractor's failure to cancel requested details within the required time frame. Contractor shall be required to provide the project number

and name “**2019-003 Town-wide Road Resurfacing Project**” on all signed police detail daily reports.

Contractor will also be required to coordinate with the Town’s Engineering Division to determine depths along selected gutterlines and road centerlines which may need additional attention to depths to sustain, or enhance proper drainage conditions. The Town will provide representative(s) to give field direction and instructions during the entire construction period in order to provide for efficient progression of the work to be completed under the Contract.

**B) PROJECT SCHEDULE**

Contractor shall perform the described Work in accordance with the following schedule:  
Approximate Work Start Date: April 1, 2019  
Firm Work Completion Deadline: November 1, 2019\*

While the start date is an approximate milestone date and may be adjusted by the Town to meet the overall project requirements, the Firm Work Completion Date must be strictly adhered to. Contractor must be aware that traffic downtown increases significantly from Memorial Day to Labor Day. Additional charges from the Contractor, for any adjustments or accommodations necessary to meet this deadline will not be allowed.

**C) PERFORMANCE AND PAYMENT BOND**

The Contractor shall furnish, within five (5) calendar days after the date of notice of award of contract by the Town, Performance and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the Town. The Bond will remain in effect throughout the warranty period.

**D) Liquidated Damages**

The Contractor will be assessed a penalty of **\$1,000.00** per each calendar day for which work of the Contract is not substantially completed within the allotted completion period as provided within **Section G – Time for Completion**.

**E) SPECIFICATIONS**

The Specifications and details define the Scope of Work of the Bid Package. An estimated quantity sheet has been provided.

**F) DRAWINGS**

n/a

**G) Time of Completion.** The Contractor to whom this contract may be awarded will be required to commence work within Seven (7) days after the proper date of a letter from the Town notifying the contractor to begin work (Notice to Proceed). This letter may, at the option of the Town, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.

The contractor shall begin work within the time stated above and shall perform the work diligently thereafter to complete all the work contemplated by this contract by November 1, 2019.

## Bid Form

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID***

**RFQ NAME: 2019 TOWN-WIDE ROAD RESURFACING PROJECT**

**RFQ NUMBER: 2019 – 003**

Company Name: \_\_\_\_\_

The undersigned, having familiarized themselves with the Request for Proposals, hereby submits the following fee proposal for completion of road improvements at various locations throughout the Town of Westerly in accordance with the specifications and details within the Request for Proposals and as contained in any addenda issued prior to the date of Bid opening. This proposal is inclusive of all labor, equipment, hauling, fuel, materials, supplies, waste dump fees, tipping fees, tolls, permits, and insurance.

I / we propose to complete all items as described and listed in the Town of Westerly's Request for Proposals, as described generally below and in greater detail on the attached spreadsheet:

### 2019 Paving Program

<u>Street</u>	<u>From</u>	<u>To</u>
BROWNING ROAD	OCEAN VIEW HIGHWAY	YOSEMITE VALLEY RD
COBBLESTONE LANE	C ST	A ST
PEARL STREET	PIERCE ST	SERVICE ST
WOODY HILL EXTENSION	WOODY HILL RD	26 WH RD EXT
MOWREY ROAD	PENDLETON LN	CUL DE SAC
TOM HARVEY ROAD*	AIRPORT RD	ROAD B
TOM HARVEY ROAD	ROAD B	SHORE RD
SPRING POND ROAD	WATCH HILL RD	CUL DE SAC
MIDWAY AVENUE	SARATOGA AVE	FORESTAL DR
COHASSET WAY	CUL DE SAC	CUL DE SAC
SARATOGA AVENUE	HISCOX RD	CUL DE SAC

BRIGHTMAN WAY	TELE POLE 6/607	SHORE RD
LITTLEBROOK ROAD	SHORE RD	CUL DE SAC
PENDLETON LANE	MOWREY RD	CUL DE SAC
HISCOX ROAD	SARATOGA AVE	ASHAWAY RD
JUNIPER AVENUE	SHORE RD	SOUTH FAIRWAY AVE
WAWALOAM DRIVE	NOYES NECK RD	ATLANTIC AVE
WEST FAIRWAY AVENUE	SHORE RD	SOUTH FAIRWAY AVE
CANAL STREET	WHITE ROCK RD	MINER ST
CANAL STREET	HIGH ST	MINER ST
NOYES NECK ROAD -2	KNOWLES AVE	WAWALOAM DR
NOYES NECK ROAD	SHORE RD	WILLIAMS AVE
NOYES NECK ROAD	WILLIAMS AVE	KNOWLES AVE
ANDERSEN CT	Post Road	Andersen Court
FIRST STREET	WINNAPAUG RD	LAWTON AVE
CAPTAINS DRIVE	BEACH ST	end
GULL TERRACE	CAPTAINS DRIVE	end
SYCAMORE DRIVE	POST RD	End
SOUTH WOODY HILL	Post Rd	Sandy Lane
CASTLE WAY	Robin Hollow	Robin Hollow

**Quantities indicated within this listing are estimates for general bidding purposes only – actual field measurements for installed, approved and completed items will be reflected within the Contractor’s Payment Estimates as approved by the Town.**



# **BID FORM**

**TOWN OF WESTERLY – PUBLIC BID 2019-003**

**2019 TOWN-WIDE ROAD RESURFACING PROJECT**

**Date:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email address:** \_\_\_\_\_

A. The Undersigned proposes to furnish all labor, equipment, materials and incidentals required for the 2019 Town-wide Road Resurfacing Project for selected street/road segments to be reclaimed and repaved with bituminous asphalt pavement surface coarse as directed.

B. This Bid includes acknowledgement and acceptance of the following Addenda:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

WESTERLY CONTRACT NO. 2019-034

PROPOSAL ITEMS

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ITEM NO.	QUANTITY /UNIT	DESCRIPTION WRITTEN BID PRICE PER UNIT	ITEM UNIT PRICE	ITEM TOTAL
1.	140988 SY	<b>FULL DEPTH RECLAMATION</b>		
		AT _____ dollars PER SY	\$ _____	\$ _____
2.	146759 SY	<b>TRIMMING AND FINE GRADING</b>		
		AT _____ dollars PER SY	\$ _____	\$ _____
3.	300 SY	<b>COLD PLANING</b>		
		AT _____ dollars PER SY	\$ _____	\$ _____
4.	12806 TONS	<b>BITUMINOUS BASE COURSE</b>		
		AT _____ dollars PER TON	\$ _____	\$ _____
5.	7337 GAL	<b>ASPHALT EMULSION TACK COAT</b>		
		AT _____ dollars PER GAL	\$ _____	\$ _____

6. 12034 TONS **BITUMINOUS SURFACE COURSE**

AT \_\_\_\_\_ dollars PER TON \$ \_\_\_\_\_ \$ \_\_\_\_\_

7. 5147 LF **BITUMINOUS BERM**

AT \_\_\_\_\_ dollars PER LF \$ \_\_\_\_\_ \$ \_\_\_\_\_

8. 16757 LF **BITUMINOUS LIP CURB**

AT \_\_\_\_\_ dollars PER LF \$ \_\_\_\_\_ \$ \_\_\_\_\_

9. 2406 LF **PRECAST CONCRETE CURB**

AT \_\_\_\_\_ dollars PER LF \$ \_\_\_\_\_ \$ \_\_\_\_\_

10. 12250 LF **CUTTING AND MATCHING ASPHALT**

AT \_\_\_\_\_ dollars PER LF \$ \_\_\_\_\_ \$ \_\_\_\_\_

11. 6759 SY **BITUMINOUS DRIVEWAY APRONS**

AT \_\_\_\_\_ dollars PER SY \$ \_\_\_\_\_ \$ \_\_\_\_\_

12. 1261 SY **CEMENT CONCRETE DRIVEWAY APRONS**

AT \_\_\_\_\_ dollars PER SY \$ \_\_\_\_\_ \$ \_\_\_\_\_

13. 35 EACH **ADJUST GAS GATE VALVE BOXES TO GRADE**

AT \_\_\_\_\_ dollars PER EACH \$ \_\_\_\_\_ \$ \_\_\_\_\_

14. 37 EACH **REPLACE AND ADJUST WATER GATE VALVE BOXES TO GRADE**

AT \_\_\_\_\_ dollars PER EACH \$ \_\_\_\_\_ \$ \_\_\_\_\_

15. 86 EACH **ADJUST DRAINAGE MANHOLES AND CATCH BASINS TO GRADE**

AT \_\_\_\_\_ dollars PER EACH \$ \_\_\_\_\_ \$ \_\_\_\_\_

16. 12 EACH **RECONSTRUCT CATCH BASIN TO GRADE**

AT \_\_\_\_\_ dollars PER EACH \$ \_\_\_\_\_ \$ \_\_\_\_\_

17. 12 EACH **REMOVE AND REPLACE PRECAST CONCRETE INLET STONE**

AT \_\_\_\_\_ dollars PER EACH \$ \_\_\_\_\_ \$ \_\_\_\_\_

18. 25 EACH **REMOVE AND REPLACE SANITARY MANHOLE FRAMES AND  
COVERS AND ADJUST TO REQUIRED GRADES**

AT \_\_\_\_\_ dollars PER EACH \$ \_\_\_\_\_ \$ \_\_\_\_\_

19. 668 MHRS. **UNIFORMED POLICE OFFICERS**

AT Eighty-five dollars PER Hr \$ 85.00 \$ 13,200

20. 20 Tons **PROCESSED GRAVEL IN PLACE**

AT \_\_\_\_\_ dollars PER TON \$ \_\_\_\_\_ \$ \_\_\_\_\_

21. 5000 SY **LOAM AND SEED**

AT \_\_\_\_\_ dollars PER SY \$ \_\_\_\_\_ \$ \_\_\_\_\_

22. 500 LF **4" Single Epoxy Resin Pavement Markings (yellow and white)**

AT \_\_\_\_\_ dollars per LF \$ \_\_\_\_\_ \$ \_\_\_\_\_

23. 1020 LF **12" Resin Pavement Markings (crosswalks and stop bars)**

AT \_\_\_\_\_ dollars per LF \$ \_\_\_\_\_ \$ \_\_\_\_\_

24. 14400 LF **Double Yellow Epoxy Resin Pavement Markings**

AT \_\_\_\_\_ dollars per LF      \$ \_\_\_\_\_      \$ \_\_\_\_\_

**Bid Summation**

The sum of the bid amounts listed above, based upon the estimated quantities and bid prices appearing herein, is computed to be (\$\_\_\_\_\_)

\_\_\_\_\_ Dollars

and it is understood that this summary amount is not part of the bid but is inserted herein solely for convenience in comparing bids at the time of the Bid Opening.

Note: Above prices are all tax exempt.

Company: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Within five (5) days after the **Award**, the Contractor shall submit to the Owner for approval a progress schedule which shall include a starting date and a completion date for **each portion** of the work. The work shall proceed in accordance with the approved progress schedule and no deviation from the progress schedule shall be made by the Contractor without the approval of the Owner.

Accompanying this bid is a certified check or bid bond in the amount of \_\_\_\_\_

Dollars (\$\_\_\_\_\_).

The only persons interested as principals in this bid other than the one whose signature is affixed hereto are listed here as follows (if there are none, state the fact):

\_\_\_\_\_

The undersigned bidder submits herewith Bid Guarantee in the form of a Bid Bond or certified check in favor of the Town of Westerly, Rhode Island, in the amount of not less than five percent (5%) of the Total Bid, in dollars, and agrees and consents that the Bid Guarantee shall be forfeited to the Town of Westerly, Rhode

Island, as liquidated damages for the delay and additional expense to the Owner caused thereby if the required contract and contract bonds are not executed within ten (10) days from the date of the notice of award.

**SAFETY AND HEALTH REGULATIONS:** The single phase of construction contemplated by these contract documents shall be governed, at all times, by applicable provisions of the Federal, State and Local law(s), including but not limited to, the latest amendments of the following:

(1) William-Steiger Occupational Safety and Health Act of 1970 (as amended), Public Law 91-596;

(2) This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to make themselves familiar with the requirements of these Regulations.

In the event of any inconsistencies between the above laws and regulations and provisions of these documents, the laws and regulations shall prevail.

The bidder understands that the Owner reserves the right to reject any or all bids or to waive any informality in the bidding.

The bidder agrees that this bid shall not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

A corporation incorporated under the laws of the State of \_\_\_\_\_, admitted to do business in the State of Rhode Island and composed of officers, partners, or owners, as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

The Bidder agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in this Request for Quotation, including, but not limited to, agree to all terms and conditions, all as shown or by reference, unless as excluded below:

EXCLUSIONS AND EXCEPTIONS:

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Did you deviate from the specifications in any way? No \_\_\_\_\_ YES \_\_\_\_\_ (If yes, you must explain below and submit a detailed description of all deviations so that your product or service can be properly evaluated.)

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The above price includes all stipulations and requirements of Addendum No.(s) \_\_\_\_\_, which have been received and accepted by the undersigned.

What is the Company's Experience Modification Rating from your Insurance provider?

\_\_\_\_\_ EMR. If over 1.0, please explain why: \_\_\_\_\_

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This Request for Quotation, together with all documents, specifications, drawings and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Quotation supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, for this scope of work.

The bid prices above, exclude sales and or use taxes; includes all insurance premiums; and includes all shipping/transportation costs, if applicable. The submitted pricing for this scope of work shall remain firm for 90 days from date of submission, and, if awarded, for the duration of the contract.

Representing the Bidder indicated above, I hereby certify that the unit prices for the work offered meets all of the specifications of the Town of Westerly except as noted on the exception sheet.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Town State Zip

Name of Company Official (Printed) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Date

Project Contact: \_\_\_\_\_

Email : \_\_\_\_\_ Cell Phone: \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## PURCHASING DEPARTMENT

### 1. **Submission of Bids**

- a. Envelopes containing bids **must be** sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with RFQ number.
- b. The Purchasing Agent will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.
- c. Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

### 2. **Prices**

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event, there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

### 3. **Terms**

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

### 4. **Qualification of Bidders**

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the town with all such information and data for the purpose as may be requested.

### 5. **Addenda and Interpretations**

No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations **must** be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the

information from the Purchasing Agent prevails. The Town is not responsible for information obtained from any other source.

6. **“Or Equal” Bidding**

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly or by person or persons designated by him, that their designated substitute is equal to the bid standard: otherwise, their bid will be declared “No Bid” insofar as the item in question is concerned.

7. **Award and Contract**

Unless otherwise specified, the Town of Westerly reserves the right to make award by item or items, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

8. **Equal Employment Opportunity Policy Statement**

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town of Westerly will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

9. **Standard Insurance and Indemnification Requirements (for Construction/Labor Services)**

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage’s at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor’s activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage’s required here are in effect and specifying that the liability coverage’s are written on an occurrence form and that the coverage’s will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence



Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit  
Employer's Liability: \$500,000 bodily injury for each accident  
\$500,000 bodily injury by disease for each employee  
\$500,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act: \$1,000,000  
Annual Aggregate \$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

## **10. Labor Regulations**

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these

Specifications:

A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.

B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.

C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

### **11. Wage Rates**

**Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. See Appendix B. The Rhode Island Wage Decision for January 11, 2019 is included in Appendix B.**

### **12. Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

### **13. Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

### **14. Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline\_BidderName.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day.

#### **15. MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Town reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price

#### **16. Binding Contract**

A binding contract between the Town of Westerly and the successful bidder will be formed. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the department. Westerly standard form of contract for construction is included in Appendix C.

# TOWN OF WESTERLY

## ATTACHMENT D

### Purchasing Department

### Bid Preparation Checklist

**RFQ Name: 2019 TOWN-WIDE ROAD RESURFACING PROJECT**

**RFQ Number: 2019 – 003**

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:

- Bidder Certification Form, APPENDIX "A" (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 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 (pdf format on a read-only CD-R media disk is preferred)
- 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) including Work Zone training per 105.21.
- 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
- Other: \_\_\_\_\_

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**Purchasing Agent: Mark Bednarski**  
**Contact Information: 401-348-2625**

**TOWN OF WESTERLY**

**ATTACHMENT E**

**CONTRACTOR'S EXPERIENCE**

List **ALL** the projects of similar nature to this one that, for the last five (5) years, the bidder has been the principal contractor, a subcontractor, or in any other aspect involved with.

If none, write "None" \_\_\_\_\_

Description of Work \_\_\_\_\_

Owner of Project \_\_\_\_\_

Contact Person (Name, Title, Address and phone #) \_\_\_\_\_

\_\_\_\_\_

Cost of Project \$ \_\_\_\_\_

Description of Work \_\_\_\_\_

Owner of Project \_\_\_\_\_

Contact Person (Name, Title, Address and phone #) \_\_\_\_\_

\_\_\_\_\_

Cost of Project \$ \_\_\_\_\_

Description of Work \_\_\_\_\_

Owner of Project \_\_\_\_\_

Contact Person (Name, Title, Address and phone #) \_\_\_\_\_

\_\_\_\_\_

Cost of Project \$ \_\_\_\_\_

Description of Work \_\_\_\_\_

Owner of Project \_\_\_\_\_

Contact Person (Name, Title, Address and phone #) \_\_\_\_\_

\_\_\_\_\_

Cost of Project \$ \_\_\_\_\_

**TOWN OF WESTERLY**

**ATTACHMENT F**

**PROPOSED SUBCONTRACTORS**

**THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE FOR THE PROJECT.**

If none, write "None" \_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

---

\*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder \_\_\_\_\_

(Fill in Name)

By \_\_\_\_\_

(Signature and Title)

# TOWN OF WESTERLY

## APPENDIX A

### **Bidder Certification Form**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

#### **Rules for Submitting Offers**

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with the Town of Westerly. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that they (1) have read and agree to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The Town of Westerly reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

**SOLICITATIONS.** To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly will cancel the original solicitation and re-solicit the original offer directly from vendors.

**PRICING.** Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para1, as amended.) The Town of Westerly is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

**DELIVERY and PRODUCT QUALITY.** The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. **PRICES QUOTED ARE FOB DESTINATION.** No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified).

**PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS.** Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to

their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

**PUBLIC RECORDS.** Offerors are advised that all materials submitted to the Town of Westerly for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting [www.westerlyri.gov](http://www.westerlyri.gov) or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

**BID SURETY.** Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

**SPECIFICATIONS.** Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

**VENDOR AUTHORIZATION TO PROCEED.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly, no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

**GENERAL TERMS AND CONDITIONS OF CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly contracts.

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

**PERFORMANCE BONDS.** Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All

bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. 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.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

#### **ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement and submit with your proposal.** A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

\_\_\_ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government Town, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

\_\_\_ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government Town terminated for any reason within the previous five (5) years. If so, then provide details below.

\_\_\_ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

\_\_\_ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

\_\_\_ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any Town thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.

\_\_\_ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

\_\_\_ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

\_\_\_ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein.

\_\_\_ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

\_\_\_ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: Bid Number:

Date: \_\_\_\_\_  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

## **APPENDIX B**

### **PREVAILING WAGE REGULATIONS**

**170-RICR-30-05-08**

#### **TITLE 170- DEPARTMENT OF LABOR AND TRAINING CHAPTER 30- WORKFORCE REGULATION AND SAFETY SUBCHAPTER 05- LABOR STANDARDS**

#### **PART 8 – RULES AND REGULATIONS RELATING TO PREVAILING WAGES**

8.1 Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), or any subcontractor performing work on said project, shall be liable for the payment of the applicable Prevailing Wage amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. The Fringe Benefit Credit amount listed in the applicable General Wage Decisions (Davis-Bacon Wage Determinations) must always be paid in full as either a bona fide Fringe Benefit Credit or cash equivalent or both.

8.2 Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), shall be liable for the payment of prevailing wages regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to its employees and otherwise complies with the provisions of R. I. Gen. Laws §§ 37-13-1, et seq.

8.3 Pursuant to R. I. Gen. Laws § 37-13-4, all public works projects shall be done by contract. Before awarding a contract for a public works project, an awarding authority shall first determine from the Department of Labor and Training's website, Debarment List, whether the proposed contractor has been debarred under R. I. Gen. Laws § 37-13-14.1 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the Prevailing Wage is required as a condition of the contract.

8.4 All alleged violations of noncompliance with Chapter 13 of Title 37 of the General Laws of Rhode Island shall be made in writing, and on forms issued by the Department of Labor and Training. The written complaints must be filed with the Department of Labor and Training on the Department's written complaint form within twenty-four (24) months of the completion of the project.

8.5 For apprentices registered pursuant to R. I. Gen. Laws § 28-45-1, et seq., a percentage of the Base Hourly Rate of Pay must be taken in accordance with the scale listed in the apprentice's apprenticeship agreement. If the employee is not registered as an apprentice pursuant to R. I. Gen. Laws § 28-45-1, et seq., then the employee must be paid the full Prevailing Wage according to the General Wage Decisions (Davis-Bacon Wage Determinations) for the classification of the work actually performed. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the Department of Labor and Training. State awarding authorities may determine from the Department of Labor and

Training's website, whether all contractors and subcontractors have a registered apprenticeship program. Apprentices found to be working outside of the applicable journeyman to apprentice job site ratios shall be paid at the full applicable journeyman Prevailing Wage. See Appendix A, Job Site Ratios for Licensed and Unlicensed Trades, Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs Under Title 28, Chapter 45, Apprentice Programs in Trade & Industry.

8.6 Any proceeding to debar a contractor from bidding on a public works project under the provisions of R.

I. Gen. Laws § 37-13-14.1, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of the prevailing wage requirements.

8.7 The Department of Labor and Training will be guided by the General Wage Decisions (Davis- Bacon wage determinations) in accordance with R. I. Gen. Laws § 37-13-8.

8.8 In order to comply with R. I. Gen. Laws § 37-13-13, contractors and subcontractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall 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. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section.

8.9 In compliance with R. I. Gen. Laws § 37-13-13, when the general or primary contract is One Million Dollars (\$1,000,000) or more, each contractor or subcontractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, 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, contractors must furnish both the Rhode Island Certified Prevailing Wage Daily Log, Appendix B, together with the Rhode Island Weekly Certified Payroll, Appendix A, to the appropriate awarding authority. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section.

8.10 The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R. I. Gen. Laws §§ 37-13-1, et seq.

8.11 In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with R. I. Gen. Laws § 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.

8.12 All service and maintenance contracts with the State of Rhode Island or political subdivision therefore shall comply with the provisions of Chapter 13 of Title 37 where the contract price exceeds One Thousand Dollars (\$1,000) and the work includes alterations, installation, repairs or construction. See "Definitions" herein for exceptions.

8.13 Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1000) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by R. I. Gen. Laws § 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of five (5) years from the date such work was performed. Certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.

8.14 The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 13 of Title 37, for general contractors and subcontractors, shall be determined as of the date of the awarding of the

contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R. I. Gen. Laws § 37-13-8.

8.15 The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to R. I. Gen. Laws § 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.

8.16 All alleged violations of non-compliance with Chapter 13 of Title 37 filed with the Department of Labor and Training shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.

8.17 The Director of Labor and Training hereby adopts the United States Department of Labor's definition of bona fide fringe benefit credits. These benefits may include medical or hospital coverage, life insurance, disability insurance (not workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:

- A. Contributions must be irrevocable and for the employee's benefit;
- B. Contributions must be made regularly and at least on a quarterly basis;
- C. Contributions must not be required by law (i.e.: taxes, workers' compensation, social security, etc.);
- D. Contributions made for fringe benefit plans for prevailing wage work may not be used to fund the plan for periods of non-prevailing wage work;
- E. The amount of contributions for fringe benefits must be paid irrevocably to a trustee or third party.

If the fringe benefits are anticipated to be paid from general assets of the contractor (ex. holidays, sick and vacation days, profit sharing, etc.), the contractor must set aside, in an escrow account the amount of money the contractor plans to claim as a fringe benefit credit for the prevailing wage project. For example, if a contractor wants to claim credit for 10 paid holidays per year, the contractor must calculate the amount that will be paid (10 holidays x 8 hours x \$10/hour = \$800) and place those funds in an escrow account. In the event that an employee leaves the company before the end of the calendar year and prior to the completion of the project, any remaining escrowed funds must be paid to the employee. The allowable hourly credit must be determined separately and documented for each employee since the credit is based on figures that will usually vary for each individual, depending on their benefit contribution amount, type of benefits, hours worked, etc. In addition, only the employer's contribution toward a benefit may be used to calculate the allowable hourly credit.

8.18 Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RI Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.

8.19 Pursuant to R. I. Gen. Laws § 37-13-10, overtime shall be calculated on the Base Hourly Rate of Pay listed in the General Wage Decisions (Davis-Bacon Wage Determinations) and not the Fringe Benefit Credit amount. The full Fringe Benefit Credit amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) must be added to the adjusted Base Hourly Rate of Pay.

8.20 Pursuant to R.I. Gen. Laws §§ 37-13-2 and 37-13-3.1, all general contractors and subcontractors who bid and/or perform work on state public works projects valued at One Million Dollars (\$1,000,000) or more shall employ apprentices and shall be subject to the following provisions:

A. Bidding

1. Pursuant to R. I. Gen. Laws § 37-13-2, any person, firm, or corporation bidding on a state public works contract ("general contractor") valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
2. If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
3. Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.
4. No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

B. Awarding

1. Pursuant to R. I. Gen. Laws § 37-13-3.1, all general contractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
2. If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
3. Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor who will perform the work shall re-certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Re-Certification and Certification Form. The general contractor shall meet one of the qualifications identified in Part A of said form.
4. The general contractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the "non-performance" qualification of Part A of said form. Whether the general contractor or its subcontractors are performing work on the project, the general contractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. General contractors shall submit said form to the awarding authority.

5. No contract award shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Re-Certification and Certification Form.

#### C. Awarding & Subcontractors

1. Pursuant to R. I. Gen. Laws § 37-13-3.1, any subcontractor who performs work on any public works contract awarded by the state and valued at One Million Dollars (\$

1,000,000) or more shall certify its ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.

2. If subcontractors employ apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for subcontractors to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Regulation 5 herein.

3. Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, all subcontractors who will perform work on the project shall certify compliance with the apprenticeship requirements by fully executing a Subcontractor Apprenticeship Certification Form. The subcontractor shall meet one of the qualifications identified in Part A of said form.

4. The subcontractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the "non-performance" qualification of Part A of said form. Whether the subcontractor or its subcontractors are performing work on the project, the subcontractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. Subcontractors shall submit said form to the general contractor and/or hiring subcontractor for submission to the awarding authority.

5. For state public works contracts valued at One Million Dollars (\$1,000,000) or more, no general contractor and/or subcontractor shall hire any subcontractor who fails to submit a fully executed and truthful Subcontractor Apprenticeship Certification Form.

6. For subcontractors hired after contract award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, said subcontractors shall submit said apprenticeship certification form to the general contractor and/or hiring subcontractor prior to or at the time of hiring.

#### D. Cancellation of Award; Penalties and Enforcement Proceedings

1. Pursuant to R. I. Gen. Laws § 37-13-16, an awarding authority may cancel an award if apprentice wages are paid to apprentices who are not subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10.

2. Pursuant to R. I. Gen. Laws § 37-13-12.4, general contractors and subcontractors determined to be in violation of these regulations shall be subject to fines and penalties.

3. Pursuant to R. I. Gen. Laws §§ 37-13-14.1(a) and (d) and (f), general contractors and subcontractors determined to be in violation of these regulations shall be subject to enforcement proceedings.

## 8.21 DEFINITIONS

A. "Base Hourly Rate of Pay" means the rate of pay identified for the trade as -Rates- on the General Wage Decisions (Davis-Bacon Wage determinations).

B. "Construction"

1. "construction" means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work;

2. construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor or subcontractor consistent with R. I. Gen. Laws § 37-13-7(c).

C. "Employee" means any person employed by an employer. This definition shall be interpreted consistent with the definition of "employee" under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.

D. "Employer" means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of "employee" herein and the definition of "employer" under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island.

E. "Fringe Benefit" means a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered "fringe benefits" and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Regulation 17.

F. "Fringe Benefit Credit" means the amount identified as "Fringes" for the trade on the General Wage Decisions (Davis-Bacon Wage determinations).

G. "Heavy Construction"

1. "heavy construction" means those construction projects that are not properly classified as either "building", "highway", or "residential". Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;

2. Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable.

H. "Independent Contractor" means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an "employee" as provided for herein.

I. "Prevailing Wage" means the Base Hourly Rate of Pay plus the Fringe Benefit Credit which

are listed on the General Wage Decisions (Davis-Bacon Wage Determinations) developed by the U.S. Department of Labor and adopted by the Rhode Island Department of Labor and Training.

J. "Prevailing Wage Law" means R. I. Gen. Laws § 37-13-1, et seq.

K. "Principal" is a person who has a majority of the ownership of a business, firm or corporation.

L. "Public Agency" means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R. I. Gen. Laws §37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein.

M. "Public Work"

1. "public work" means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;

2. "public work" does not include:

a. grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;

b. ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.

N. "Public Works Contract"

1. "public works contract" means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of One Thousand Dollars or more (\$1,000), where public funds are utilized.

2. "public works contract" does not include general maintenance and service contracts where the contractor performs comprehensive, wrap-around, general maintenance and services to public entities, including, but not limited to: janitorial services, the maintenance, servicing and limited replacement of air conditioning, electrical, heating, plumbing, refrigeration and ventilation systems and the limited replacement of structural and cosmetic materials within facilities when the size, type or extent of such facilities is not changed.

a. "limited replacement" shall mean the replacement of electrical, mechanical or plumbing equipment and/or devices, or the demolition, removal and replacement and/or application of structural and cosmetic materials, including, but not limited to, drywall, ceiling tiles, paint, carpeting, flooring tiles and vinyl flooring, when the work is performed on an emergency basis to address immediate needs to return the facility to a safe and suitable operating condition.

b. "servicing" shall mean the routine work necessary to keep electrical, mechanical and plumbing systems operational, including, but not limited to: replacing filters, belts, hoses, gaskets and other parts required for the equipment to operate as intended.

O. "Public Works Contractor" means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site.

P. "Public Works Project" means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.

Q. "Public Works Site"

1. "public works site" means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;

2. the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;

3. physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.

R. "Residential Construction" means projects consisting of single family homes and apartments up to and including four (4) stories.

S. "Successor in interest" is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.



**General Decision Number: RI190001 01/11/2019 RI1**

**Superseded General Decision Number: RI20180001**

**State: Rhode Island**

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

**Counties: Rhode Island Statewide.**

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0            01/04/2019

1            01/11/2019

ASBE0006-006 06/01/2015

Rates            Fringes

HAZARDOUS MATERIAL HANDLER

(Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, & disposing of all insulation, materials, whether they contain asbestos or not, from, mechanical systems).....

\$ 31.63            18.30

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ASBE0006-008 09/01/2018



Asbestos Worker/Insulator  
Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.

Rates Fringes  
\$ 42.38 28.75

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BOIL0029-001 01/01/2017

Rates Fringes

BOILERMAKER..... \$ 42.42 24.92

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BRRIO003-001 06/01/2018

Rates Fringes

Bricklayer, Stonemason,  
Pointer, Caulker & Cleaner..... \$ 38.83 26.75

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BRRIO003-002 03/01/2018

Rates Fringes

Marble Setter, Terrazzo  
Worker & Tile Setter..... \$ 37.16 27.66

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BRRIO003-003 03/01/2018

Rates Fringes

Marble, Tile & Terrazzo  
Finisher..... \$ 31.32 26.30

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CARP0094-001 06/05/2017

Rates Fringes

CARPENTER (Includes Soft  
Floor Layer)..... \$ 35.28 27.15  
Diver Tender..... \$ 36.28 27.15  
DIVER..... \$ 47.08 27.15  
Pile driver..... \$ 35.28 27.15  
WELDER..... \$ 36.28 27.15

FOOTNOTES:

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

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

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

The designated pile driver, known as the "monkey": \$1.00 per hour additional.

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 CARP1121-002 10/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 36.85	27.50

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 ELEC0099-002 06/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 39.21	57.24%
Teledata System Installer.....	\$ 29.41	13.10%+14.15

FOOTNOTES:

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

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

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 \* ELEV0039-001 01/01/2019

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

FOOTNOTES:

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

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

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Rates Fringes

Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)

GROUP 1.....	\$ 39.90	25.85+a
GROUP 2.....	\$ 38.90	25.85+a
GROUP 3.....	\$ 34.52	25.85+a
GROUP 4.....	\$ 31.67	25.85+a
GROUP 5.....	\$ 37.95	25.85+a
GROUP 6.....	\$ 28.75	25.85+a
GROUP 7.....	\$ 22.75	25.85+a
GROUP 8.....	\$ 34.60	25.85+a
GROUP 9.....	\$ 38.52	25.85+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

- Hazmat work: \$2.00 per hour additional.
- Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

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ENGI0057-002 12/01/2018

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 34.05	25.85+a
GROUP 2.....	\$ 28.75	25.85+a
GROUP 3.....	\$ 22.75	25.85+a
GROUP 4.....	\$ 29.33	25.85+a
GROUP 5.....	\$ 33.03	25.85+a
GROUP 6.....	\$ 32.65	25.85+a
GROUP 7.....	\$ 28.30	25.85+a
GROUP 8.....	\$ 29.68	25.85+a
GROUP 9.....	\$ 31.63	25.85+a

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

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

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

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

GROUP 2: Well point installation crew

GROUP 3: Utlity engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

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ENGI0057-003 12/01/2018

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 39.17	25.85+a
GROUP 2.....	\$ 38.17	25.85+a
GROUP 3.....	\$ 37.95	25.85+a
GROUP 4.....	\$ 33.95	25.85+a
GROUP 5.....	\$ 31.10	25.85+a
GROUP 6.....	\$ 37.25	25.85+a
GROUP 7.....	\$ 36.82	25.85+a
GROUP 8.....	\$ 34.14	25.85+a

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 ft. and over: + \$ 2.00
- 180 ft. and over: + \$ 3.00
- 210 ft. and over: + \$ 4.00
- 240 ft. and over: + \$ 5.00
- 270 ft. and over: + \$ 7.00
- 300 ft. and over: + \$ 8.00
- 350 ft. and over: + \$ 9.00
- 400 ft. and over: + \$10.00

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

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.

Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

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IRON0037-001 09/16/2017

	Rates	Fringes
IRONWORKER.....	\$ 34.89	26.87

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LABO0271-001 06/05/2016

BUILDING CONSTRUCTION

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

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector,

Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

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LABO0271-002 06/05/2016

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

-----  
PAIN0011-005 06/01/2018

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

Wall Coverer.....	\$ 34.12	21.05
-----		
PAIN0011-006 06/01/2018		
	Rates	Fringes
GLAZIER.....	\$ 37.18	21.05

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

-----		
PAIN0011-011 06/01/2018		
	Rates	Fringes
Painter (Bridge Work).....	\$ 49.75	21.05

-----		
PAIN0035-008 06/01/2011		
	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

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PLAS0040-001 06/04/2018		
BUILDING CONSTRUCTION		
	Rates	Fringes
CEMENT MASON/ CONCRETE FINISHER...	\$ 34.30	27.05

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

-----		
PLAS0040-002 07/23/2018		
HEAVY AND HIGHWAY CONSTRUCTION		
	Rates	Fringes
CEMENT MASON/ CONCRETE FINISHER...	\$ 31.20	22.10

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PLAS0040-003 07/02/2018

	Rates	Fringes
PLASTERER.....	\$ 35.65	27.40

-----  
PLUM0051-002 09/01/2018

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.45

-----  
ROOF0033-004 12/01/2018

	Rates	Fringes
ROOFER.....	\$ 36.75	26.12

-----  
SFRI0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.92	21.49

-----  
SHEE0017-002 12/01/2018

	Rates	Fringes
Sheet Metal Worker.....	\$ 36.13	35.13

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TEAM0251-001 05/01/2018

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.21	25.7525+A+B+C
GROUP 2.....	\$ 27.36	25.7525+A+B+C
GROUP 3.....	\$ 27.41	25.7525+A+B+C
GROUP 4.....	\$ 27.46	25.7525+A+B+C
GROUP 5.....	\$ 27.56	25.7525+A+B+C
GROUP 6.....	\$ 27.96	25.7525+A+B+C
GROUP 7.....	\$ 28.16	25.7525+A+B+C
GROUP 8.....	\$ 27.66	25.7525+A+B+C
GROUP 9.....	\$ 27.91	25.7525+A+B+C
GROUP 10.....	\$ 27.71	25.7525+A+B+C

FOOTNOTES:

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

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

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

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE:

UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination.

08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION



**RI Department of Labor and Training - Division of Workforce Regulation & Safety**  
**Professional Regulation Unit/Prevailing Wage Section**  
 1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

**Rhode Island Certified Weekly Payroll**

Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Project/ Location: \_\_\_\_\_ Wage Decision #: \_\_\_\_\_ Decision Date: \_\_\_\_\_  
 For Week Ending: \_\_\_\_\_

Name, Address and Phone Number of Employee	Work Classification Apprentice %	Date:	S	M	T	W	T	F	S	Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Deductions						
			Hours Worked Each Day											Social Security	Medi-care	Withhel		RI TDI	*Other	Net
																Federal	State			
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours

\*Note: Deductions reported in the "other" column must be listed.

DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

DLT-WRS-1(Rev. 10/14)



**APPENDIX C**

**SAMPLE CONTRACT**

**TOWN OF WESTERLY**  
**CONTRACT AGREEMENT**

THIS **AGREEMENT** is made this \_\_\_\_day of \_\_\_\_\_, by and between **TOWN OF WESTERLY**, ("**TOWN**") and the party identified below as **CONTRACTOR** and effective as of the \_\_\_\_\_ day of 2019.

**CONTRACT/P.O. NUMBER:**

**RESOLUTION No.:**

**PROJECT NAME: Town-wide Road Resurfacing Project**

**RFQ No.: 2019-003**

<b>Owner: Town of Westerly</b> <b>45 Broad Street</b> <b>Westerly, RI 02891</b>	<b>Contractor:</b> <b>Address:</b> <b>City, State, Zip:</b>
<b>Town Representative:</b> <b>Mark Bednarski, Purchasing Agent</b> <b>Phone: 401-348-2599</b> <b>Email: mbednarski@westerlyri.gov</b>	<b>Contractor Representative:</b>  <b>Phone:</b> <b>Email:</b>

**ARTICLE 1: ENGAGEMENT:**

- 1.1 TOWN hereby engages and CONTRACTOR hereby accepts the engagement to perform and provide the Work set forth in Exhibit A hereof and incorporated herein, in accordance with the terms and conditions of this CONTRACT.
- 1.2 CONTRACTOR shall perform the Work as an independent Contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this CONTRACT. This CONTRACT is not intended, and shall not be construed to create, between TOWN and CONTRACTOR, the relationship of principal and agent, joint venture's, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent engaged by CONTRACTOR shall be, or shall be deemed to be, an employee or agent of TOWN.
- 1.3 This CONTRACT shall be construed and governed by the laws of the State of Rhode Island. CONTRACTOR represents that it is duly authorized to do business in all locations where the Work is to be performed, it has the knowledge, license, certification, capability and expertise to act as the CONTRACTOR and will evidence said authorization, license, certification and capability to TOWN upon request.
- 1.4 Prior to commencement of the Work, CONTRACTOR shall provide, and maintain in full force and effect during the term of this CONTRACT, the insurance coverage upon CONTRACTOR's operations hereunder as specified in the Exhibit C. CONTRACTOR shall not be allowed to commence the Work until the original insurance certificates

required by Exhibit C have been furnished to TOWN Purchasing Agent.

**ARTICLE 2: TIME OF PERFORMANCE:**

2.1 CONTRACTOR shall prosecute and complete all Work under the CONTRACT in accordance with the schedule in Exhibit A.

**ARTICLE 3: COMPENSATION/TERMS OF PAYMENT:**

3.1 As full consideration for the complete, satisfactory and timely performance by CONTRACTOR of the Work contemplated by this CONTRACT in strict accordance with the requirements hereof, TOWN shall pay to CONTRACTOR the amount as agreed upon in Exhibit A and in accordance with the payment terms and conditions established by the CONTRACT Documents.

**ARTICLE 4: CONTRACT DOCUMENTS:**

4.1 This CONTRACT shall consist of this agreement (pages 1-3) and the following documents ("CONTRACT Documents") which are acknowledged by CONTRACTOR and incorporated herein by this reference:

**SCOPE OF WORK EXHIBIT A Pages 1 through 3, along with all plans and specifications and addenda included in the bid.**

**GENERAL CONDITIONS EXHIBIT B Pages 1 through**

**INSURANCE REQUIREMENTS EXHIBIT C Pages 1 through 3**

**CONTRACTOR'S BID FORM EXHIBIT D Pages D-1 through 40**

4.2 The documents referenced in sections 4.1 and 4.2 constitute the entire CONTRACT between TOWN and CONTRACTOR and supersede all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral. This CONTRACT may be modified only by a written instrument signed by both parties.

4.3 In the event of any inconsistency between the provisions of the CONTRACT Documents, the inconsistency shall be resolved by giving precedence in the order listed below.

4.3.1 CONTRACT Agreement

4.3.2 Exhibit D, General Conditions

4.3.3 Exhibit A, Scope of Work, Schedule of Services & Payments, including all Attachments.

4.4 The Effective Date set forth on this page of this CONTRACT shall be the date as which all CONTRACT Documents and provisions thereof have reference for purposes of coordination of their meaning and effect. The price relates to the Work as described in the Contract Document in their condition on that date. Changes after the Effective Date will be dealt with in accordance with the provisions for changes. Any work commenced and any payments made pursuant to an Award or Letter

of Intent shall be deemed to have been done and paid after the Effective Date and under the terms of this CONTRACT.

**Performance & Payment Bonds:**

The CONTRACTOR shall furnish, upon notice of award of contract by the TOWN, Performance and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract. The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the TOWN. The Bond will remain in effect throughout the warranty period.

TOTAL PAGES ATTACHED (INCLUDING EXHIBITS):

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date and year first above written.

**THE TOWN OF WESTERLY**

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Mark Rooney

Name: \_\_\_\_\_  
(Print)

Title: Town Manager

Title: \_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: Mark Bednarski  
(Print)

Title: Purchasing Agent

Date: \_\_\_\_\_

**SCOPE OF WORK, SCHEDULE OF SERVICES & PAYMENT - EXHIBIT A**

**Article 1: SCOPE OF WORK**

1.1 *Description:* Except as otherwise expressly provided herein, CONTRACTOR shall provide each and every item of cost and expense necessary for:

**1.1.1 Town-wide Road Resurfacing Project**

1.2 *Specific Elements:* The Work shall include but shall not necessarily be limited to, the following:

**1.2.1 Perform full-depth reclamation, grading, cold planning, structure adjustment, catch basin reconstruction, asphalt paving, and pavement marking on specified roads within the Town of Westerly as directed. Work shall be in accordance with RFQ 2019-003, Addenda #'s \_\_, \_\_, \_\_.**

1.3 The Work shall not include:

**1.3.1 Scope of work included in bid may be reduced or increased to match available funds.**

**Article 2: PERFORMANCE PERIOD/SCHEDULE**

2.1 *Term:* CONTRACTOR shall commence the Work on ***\_(April 1)\_***, 2019, and shall prosecute the Work diligently and shall complete all Work not later than ***November 1, 2019.***

2.2 *Time is of the Essence:* Time is of the essence in the performance of this Work. CONTRACTOR shall make whatever adjustments in working hours, manpower, equipment, etc. deemed necessary to complete the Work in accordance with the term of the CONTRACT and the specific schedule requirements hereof.

2.3 *Construction Schedule:* Specific scheduling and coordination requirements are as follows:

2.3.1 CONTRACTOR shall prepare and submit to TOWN a Construction Schedule for review and acceptance on or before the 7th day after execution of this CONTRACT. The schedule shall be in conformance with the CONTRACT Documents and shall be in sufficient detail to be used as a basis to track the progress of the Work. TOWN and CONTRACTOR will review the proposed schedule. Any revisions resulting from this review shall be resubmitted to TOWN within 7 days.

2.3.2 CONTRACTOR shall also provide at the same time as the proposed Construction Schedule, a Schedule of Values of the Work upon which payments will be measured. The Schedule of Values will include quantities and proposed billing amounts of items aggregating the total CONTRACT price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

2.3.3 CONTRACTOR, in conjunction with TOWN's Project Manager, shall update the schedule at 2-week, or other intervals requested by TOWN

**Article 3: REPORTING REQUIREMENTS**

3.1 Progress Report: CONTRACTOR shall submit a monthly progress report comparing actual progress to planned progress and shall attend periodic progress review meetings.

**Article 4: DATA REQUIREMENTS**

4.1 Submittals:

4.1.1 CONTRACTOR shall prepare shop drawings, supply catalog cuts and provide all other pertinent literature for CONTRACTOR furnished materials and equipment. CONTRACTOR shall submit one (1) reproducible original and one (1) digital copy of this data to TOWN for review prior to any purchase or fabrication. If shop drawings show any deviation from the Work requirements, CONTRACTOR shall make specific mention of the deviations in its letter of transmittal.

**Article 5: n/a**

**Article 6: CONTRACT PRICE**

6.1 TOWN agrees to pay CONTRACTOR for complete, satisfactory and timely performance of the Work, in strict accordance with the requirements hereof, payments for completed work based on the unit prices submitted in the bid. **The estimated contract price based on bid prices and estimated quantities is \$\_\_\_\_\_.**

**INVOICES**

6.2 CONTRACTOR's invoices must be submitted to TOWN for approval. CONTRACTOR's invoices shall:

6.2.1 Reference the job name.

6.2.2 Reflect the CONTRACT Number/Purchase Order Number.

6.2.3 Be accompanied by other supporting documentation, including certified payrolls and AIA formatted application for payment form, as TOWN may reasonably require.

**PAYMENT SCHEDULE**

6.3 Based upon invoices submitted by the CONTRACTOR in full conformity with the requirements of the contract and approved by the TOWN, the TOWN may make progress payments to the CONTRACT Price to the CONTRACTOR. The period covered by each invoice shall be the calendar month immediately preceding the invoice date and shall be based upon the most recent Schedule of Values.

6.4 Final payment, constituting the entire unpaid balance of the CONTRACT Price, shall be made by the TOWN to the CONTRACTOR, when the Work is fully performed in accordance with the requirements of the CONTRACT Documents, IF APPLICABLE and delivery of the following items to the TOWN:

- 6.4.1 Operation and maintenance manuals
- 6.4.2 Written warranties for equipment provided
- 6.4.3 As built drawings
- 6.4.4 Consent of surety to final payment
- 6.4.5 Applicable permits and certificates of inspection

6.5 If TOWN determines that the Work is substantially complete and that the amount of retained percentages is in excess of the amount considered by TOWN to be adequate for the protection of TOWN, TOWN may, at TOWN's sole discretion, release to the CONTRACTOR such excess amounts. Subject to the other terms and conditions of this CONTRACT, upon satisfactory completion of the Work hereunder, and its final acceptance, the CONTRACTOR will be paid the undisputed unpaid balance of any money due hereunder.

## **GENERAL CONDITIONS - EXHIBIT B**

These General Conditions are a part of each CONTRACT between TOWN and its CONTRACTOR for the performance of the Work identified in the CONTRACT.

### **Article 1: CONTRACTOR'S OBLIGATIONS**

1.1 CONTRACTOR is responsible for obtaining and confirming all measurements and taking all other actions necessary for the technical accuracy, quality and timely completion of the Work in full conformity with all laws, regulations, codes and ordinances and with the CONTRACT Documents. In addition, to ensure that his employees are instructed fixed with respect to special regulations, policies, and procedures in effect for any TOWN facility or site, and that they comply with such rules.

1.2 CONTRACTOR shall prosecute the Work diligently with sufficient numbers of qualified personnel, equipment, materials and supplies to accomplish the Work and maintain the schedule or restore the schedule. CONTRACTOR shall provide TOWN with a detailed schedule of performance and shall update the schedule as the Work progresses. TOWN shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of TOWN. TOWN shall have access always to the locations where Work is performed and to all of drawings, data specifications, calculations, documents, test results and specimens, models and other things related to the Work.

1.3 CONTRACTOR shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work except as specified, in the CONTRACT Documents, to be supplied by TOWN.

1.4 CONTRACTOR is solely responsible for the payment of, and shall require its lower tier CONTRACTORS to pay, all assessments benefits, and insurance premiums in connection with the Work.

1.5 CONTRACTOR is responsible for the health and safety of its employees and the employees of its lower tier CONTRACTORS. CONTRACTOR shall comply with all safety programs, practices or procedures, if any, established, recommended or required by TOWN, any governmental or quasi-governmental authorities. Compliance with any same shall not relieve CONTRACTOR of its responsibility described in the first sentence of this section.

1.6 CONTRACTOR shall be responsible for the security of the Work and shall take all reasonable precautions to prevent theft, loss and waste at the Jobsite.

1.7 CONTRACTOR shall always keep the premises and the vicinity of the Work free and clean of all debris and rubbish. If CONTRACTOR fails to commence cleanup within 24 hours of notice from TOWN of non-compliance, TOWN may commence cleanup without further notice to CONTRACTOR and deduct the cost of same from any amount due or to be due CONTRACTOR.

1.8 The CONTRACTOR shall be responsible to perform all work to cause the least inconvenience to the TOWN, and with proper consideration for the rights of other contractors and workmen. The CONTRACTOR shall be responsible for the resolution of all disputes between itself and other trades on the Site and shall be responsible for any cost, expense or

delay resulting there from.

## **Article 2: COMMUNICATIONS & NOTICES**

2.1 All of CONTRACTOR's correspondence or communication regarding this CONTRACT shall include TOWN's CONTRACT Number and Project Name, and shall be mailed, emailed, or delivered to TOWN's Designated Representative.

2.2 Notices of changes, deficiencies, delays, claims or disputes shall be in writing delivered within 3 business days of occurrence or discovery of same, and shall furnish full information to the extent available. The party notified will acknowledge receipt by endorsement of a copy if requested or will otherwise confirm receipt in writing. Sufficient Notice shall be deemed to have been given if made by express courier or mailing via Registered or Certified Mail postage prepaid to the address shown on page 1 of this CONTRACT.

2.3 CONTRACTOR shall not use or release any advertisement, notice or publicity depicting or describing the Work, TOWN at any time, whether before, during or after completion of the Work, without the express prior written consent of the TOWN. No signs (except reasonably necessary warnings) shall be placed upon the Jobsite without TOWN's express prior written approval.

## **Article 3: CHANGES**

3.1 TOWN may from time to time, by written order, and without notice to any surety and without invalidating this CONTRACT, or any portion thereof, make changes in the Work, or the conditions under which it is to be performed, or may increase or decrease the services to be performed. The CONTRACTOR shall not make changes in the Work or its manner of performance without prior written authorization from TOWN. If such changes increase or decrease either the cost or time required to perform the Work set forth in this CONTRACT, then the parties will mutually agree upon an equitable adjustment to the price and/or the time to perform the Work under this CONTRACT. Any such modification to this CONTRACT shall be in writing, shall define the extent of the change, the price or basis of pricing the change, the impact of the change on the schedule, and shall be signed by both parties. CONTRACTOR acknowledges and agrees that it waives all right or claim for compensation for any additional or other work not specifically authorized in writing by TOWN's Designated Representative prior to the commencement of such work.

## **Article 4: DOCUMENTS**

4.1 CONTRACTOR warrants that it has examined and reviewed the CONTRACT Documents and all other documents, schedules, drawings and data applicable to the Work and that CONTRACTOR is thoroughly familiar with the intent, scope and extent of the Work. Should any errors, omissions, defects or inconsistencies appear in such documents, CONTRACTOR shall notify TOWN within 3 business days of discovery and shall not proceed with the affected Work portion until it has brought same to the attention of TOWN and received a written interpretation or instruction from the TOWN.

## **Article 5: INDEMNITY**

5.1 The Contractor guarantees:

a. To save the TOWN, its agents and employees, harmless from any liability imposed upon the

TOWN arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the town and State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

#### **Article 6: *SUSPENSION OF PERFORMANCE***

6.1 TOWN may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time TOWN may elect. The time for completion shall be extended by a period equal to such suspension. TOWN shall not be liable for any damages, be they direct, consequential or otherwise, suffered by CONTRACTOR due to delays and suspensions. CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

#### **Article 7: *TERMINATION***

7.1 TOWN may terminate this CONTRACT, in whole or in part, at any time, with or without cause and without serving prior notice. If this CONTRACT is so terminated, CONTRACTOR shall be paid for all services performed to the date of termination including, in the event the termination is not for cause, all reasonable termination expenses, but shall not be paid for Work not performed by CONTRACTOR. Any progress payments made to CONTRACTOR shall be credited toward any termination payment due. Such termination payment will constitute CONTRACTOR's full compensation to which it is entitled under this CONTRACT and CONTRACTOR waives any claim for damages, including loss of anticipated profits, arising out of such termination.

7.2 Upon receipt of a termination notice, CONTRACTOR shall: (a) promptly discontinue all services to the extent directed; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to TOWN all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by CONTRACTOR in performing this CONTRACT, whether completed or in progress.

7.3 In the event of any termination for cause, TOWN shall be entitled to offset against any monies owed to CONTRACTOR all additional costs, expenses or charges incurred or paid by TOWN in connection with or arising out of such termination. If such additional amounts exceed the monies owed CONTRACTOR, CONTRACTOR agrees to pay to TOWN, within seven (7) days of demand, any such excess

7.4 In the event of any termination for cause, TOWN shall be entitled to take and use any materials, equipment, supplies or tools furnished by, or belonging to the CONTRACTOR located at the Jobsite.

## **Article 8: DISPUTES**

8.1 All questions arising under this Agreement shall be resolved in the first instance by TOWN's Project Manager. No claim for additional compensation or extension of time shall be considered unless presented to TOWN's Project Manager in writing within ten (10) calendar days after the occurrence giving rise to the dispute. Any claim not satisfactorily resolved by TOWN's Project Manager in the first instance, and which is presented in writing within the time provided, may be appealed by notice in writing to TOWN's Designated Representative within ten (10) calendar days after the Project Manager's initial decision.

8.2 All claims, disputes and other matters in question which are left unresolved after compliance with the foregoing, arising out of or relating to this CONTRACT or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, may be litigated before any court of competent jurisdiction.

8.3 The CONTRACTOR shall carry on the Work and maintain the project schedule during any dispute proceedings, unless otherwise instructed by TOWN.

## **Article 9: ASSIGNMENT & CONTRACTS**

9.1 CONTRACTOR's duties and obligations hereunder are personal and shall not be assignable or delegable by it in any manner. CONTRACTOR's rights and interest hereunder may not be assigned, pledged or otherwise encumbered without the prior written consent of TOWN.

9.2 CONTRACTOR shall not further CONTRACT any portion of the Work without TOWN's prior written consent. In any event, any Contracting by CONTRACTOR shall in no event relieve CONTRACTOR of its responsibilities, obligations or guaranties for such Contracted portions of the Work or anything arising out of such Contracting.

## **Article 10: PARTIAL USE OR OCCUPANCY**

10.1 TOWN may use and occupy any portion of the Work. Such partial use or occupancy shall not imply an acceptance by TOWN of that or any other portion of the Work and shall not relieve CONTRACTOR of the obligation to complete all of the Work strictly in accordance with the CONTRACT.

## **Article 11: EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**

11.1 Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

## **Article 12: WARRANTY**

12.1 CONTRACTOR warrants that all materials, equipment and workmanship furnished by

CONTRACTOR shall be new, merchantable and fit for the purposes intended by the CONTRACT and shall comply in all respects with the CONTRACT Documents and shall be free of defects for a period of one (1) year from the date of acceptance of the Work or such longer period required in the CONTRACT Documents and the TOWN may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

**Article 13: INSURANCE**

13.1 CONTRACTOR shall provide and maintain the insurance required by Exhibit C.

**Article 14: HEADINGS AND SEVERABILITY**

14.1 The headings in the CONTRACT, Exhibits and attachments thereto are for quick reference only and are not to be construed as a part of this CONTRACT.

14.2 If any provision of this CONTRACT is determined to be invalid under any applicable law, such decision shall not affect the remaining portion, which remaining portion shall continue in full force and effect as if it had been executed with the invalid portion eliminated.

**Article 15: HAZARDOUS MATERIALS**

15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or which is subject to statutory or regulatory requirements governing its handling, disposal or remediation. CONTRACTOR shall have the same obligations with respect to such Hazardous Materials within the scope of the Work as TOWN may have under the CONTRACT Documents or by law.

**Article 16: FOREIGN CORPORATIONS**

16.1 In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

**Article 17: COLLUSION**

17.1 Contractor warrants that he has not, directly or indirectly, entered any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the contract.

**Article 18: PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

18.1 Contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Town for obtaining any contract or award issued by the Town. Contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the Town, except as shall have been expressly communicated to the Town Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Town of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

**Article 19: PREVAILING WAGE REQUIREMENT**

**19.1** In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

**Article 20: FORCE MAJEURE**

**20.1** All orders shall be filled by the CONTRACTOR with reasonable promptness, but the CONTRACTOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the CONTRACTOR and which by the exercise of reasonable diligence, the CONTRACTOR is unable to prevent.

**Article 21: PRICING/FREIGHT**

**21.1** All pricing offered or extended to the TOWN is firm and fixed unless expressly provided for to the contrary. All prices shall be F.O.B. Destination with freight costs included.

**Article 22: SAFETY/COMPLIANCE WITH LAWS**

**22.1** Supplier shall comply with all applicable federal, state, provincial and local laws, executive orders, rules and regulations during performance of this order, including but not limited to the Occupational Safety and Health Act of 1970, as amended ("OSHA"), Workplace Hazardous Materials Information System ("WHIMIS"), Toxic Substances Control Act as amended ("TSCA") Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), Clean Air Act of 1990, as amended, and Fair Labor Standards Act of 1938, as amended ("FLSA"). Supplier warrants that (1) all items sold or furnished under this order, including any packaging and labeling, will conform to and comply with OSHA standards and regulations, (ii) such items have been manufactured or furnished in accordance with the FLSA and regulations issued thereunder, and (iii) for each chemical product or product containing a chemical substance purchased under this order, Supplier shall furnish THE TOWN OF WESTERLY a Material Safety Data Sheet ("MSDS") in conformance with applicable OSHA, WHIMIS, state, provincial and local requirements, unless a current MSDS has previously been submitted by Supplier to THE TOWN OF WESTERLY.



## **EXHIBIT C - INSURANCE SPECIFICATIONS**

### **Standard Insurance and Indemnification Requirements**

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the Towns a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Towns to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Towns to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Towns directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Towns, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Towns and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Towns, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.

B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.

C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000	each occurrence
	\$2,000,000	each occurrence if blasting is required
	\$2,000,000	general aggregate with dedicated limits per
project site		
	\$2,000,000	products and completed operations aggregate
	\$1,000,000	personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam

vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits:                   \$1,000,000   combined single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits:

Workers' Compensation: statutory limit

Employer's Liability:           \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits:                   \$5,000,000                   per occurrence/\$5,000,000 annual aggregate

**CONTRACTOR'S BID  
EXHIBIT D**



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## **Federal Contract Provisions**

- 1) Equal Employment Opportunity and Affirmative Action (Executive Order 11246)
  - i) OFCCP fact sheet.
  - ii) Equal Opportunity Clause and the Standard Federal Equal Employment Specifications.
  - iii) Notice of Non-Discrimination in Employment.
- 2) Non-discrimination in employment notice.
- 3) Assurance of compliance with Title VI of the Civil Rights Act of 1964 and Section 13 of the FWPCA Amendments of 1972 (EPA form 4700-1).
- 4) Affirmative steps for soliciting MBE/WBE (40 CFR 31.36(e))
- 5) Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202)

Applicable cross-cutting Federal authorities for projects funded through SRF programs are made available at [http://water.epa.gov/grants\\_funding/dwsrf/xcuts.cfm](http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm). Additional information is provided in the United States Environmental Protection Agency's cross-cutting handbook available at <http://www.epa.gov/owm/cwfinance/cwsrf/enhance/DocFiles/Other%20Docs/CrosscutterHandbook.pdf>.

### **B. State of Rhode Island**

- 1) RIGL 37-2.1, Domestic Steel
- 2) RIGL 37-12, Contractors Bonds
- 3) RIGL 37-12.1, Substitution of Security for Retained Earnings of Architects and Engineers.
- 4) RIGL 37-13, Labor and Payment of Debts by Contractors
  - i) Prevailing Wage Rates
- 5) RIGL 37-14.1, Minority Business Enterprise
  - i) Regulations Governing Participation by Minority Business Enterprises in State Funded and Directed Public Construction Projects, Construction Contracts and Procurement Contracts Goods and Services.
- 6) RIGL 37-16, Public Works Arbitration

7) RIGL 45-55, Award of Municipal Contracts

**NOTE:** This package is prepared by RIDEM as a service of the CWSRF program. While every attempt at accuracy has been made, these are not certified true copies of the laws presented. **The responsibility for compliance with all applicable provisions of Federal and State laws and regulations relating to the bidding, award, and performance of contracts is the applicant's and the bidder's.** Certified true and complete copies of any Rhode Island laws and regulations may be obtained from the Office of the Secretary of State.

Employment Standards Administration Office of Federal Contract Compliance Programs

Fact Sheet  
**EXECUTIVE ORDER 11246**

EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin.

**BASIC PROVISIONS**

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has been committed to ensuring that Government contractors comply with the equal employment opportunity (EEO) and the affirmative action provisions of their contracts.

OFCCP administers and enforces Executive Order 11246, as amended, which prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

**AFFIRMATIVE ACTION REQUIREMENTS**

Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal

footing with other applicants and employees.

Affirmative action is not preferential treatment. It does not mean that unqualified persons should be hired or promoted over other people. What affirmative action does mean is that positive steps must be taken to ensure equal employment opportunity for traditionally disadvantaged groups.

## ENFORCEMENT AND COMPLIANCE

### **Compliance Reviews**

OFCCP conducts compliance reviews to investigate the employment practices of Government contractors. During a compliance review, a compliance officer examines the contractor's affirmative action program; checks personnel, payroll, and other employment records; interviews employees and company officials; and investigates virtually all aspects of employment in the company.

The investigator also checks to see whether the contractor is making special efforts to achieve equal opportunity through affirmative action. If problems are discovered, OFCCP will recommend corrective action and suggest ways to achieve equal employment opportunity.

### **Complaint Investigations**

Individuals may file complaints if they believe they have been discriminated against by federal contractors or subcontractors. Complaints also may be filed by organizations on behalf of the person or persons affected.

Complaints must be filed within 180 days from the date of the alleged discrimination, although filing time can be extended for a good reason.

If a complaint filed under Executive Order 11246 involves discrimination against only one person, OFCCP will normally refer it to the EEOC. Cases involving groups of people or indicating patterns of discrimination are generally investigated and resolved by OFCCP. Complaints may be filed directly with any of OFCCP's regional or district offices throughout the country, or with OFCCP in Washington, D.C.

### **Compliance Assistance**

To help contractors understand their contractual obligations for EEO and affirmative action, OFCCP provides technical assistance. District office staff offers guidance to contractors on how to develop an affirmative program through company seminars, training programs held in conjunction with industry liaison groups, and one-on-one consultations on affirmative action practices and procedures.

### **Enforcing Contract Compliance**

When a compliance review discloses problems, OFCCP attempts to work with the contractor, often entering into a conciliation agreement. A conciliation agreement may include back pay, job offers, seniority credit, promotions or other forms of relief for victims of discrimination. It may also involve new training programs, special recruitment efforts, or other affirmative action measures.

When conciliation efforts are unsuccessful, OFCCP refers the case to the Office of the Solicitor for enforcement through administrative enforcement proceedings. A contractor cited for violating EEO and affirmative action requirements may have a formal hearing before an administrative law judge.

If conciliation is not reached before or after the hearing, sanctions may be imposed. For example, a contractor could lose its government contracts or subcontracts or be debarred, i.e., declared ineligible for any future government contracts.

### **Further Information**

For more information about contract compliance, filing complaints, or compliance assistance, contact any of OFCCP's regional or district offices. All offices are listed in telephone directories under U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs.

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

Executive Order 11246  
(Excerpts from 41 CFR 60 Parts 1 and 4)

### **41 CFR 60-1.4 - Equal opportunity clause**

(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following *equal opportunity clause*:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

#### **41 CFR 60-4.3 - Equal opportunity clauses**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all

applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

*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 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 an 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 7 a 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 non-working 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 of 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 foremen, superintendents, and other 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 organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled 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 onsite supervisory personnel such as Superintendents, General Foremen, 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 process.
  - 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 at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, 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 workforce 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 non-minority. 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 the 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 the 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).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO

Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NON-DISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_  
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(Name of Applicant)

involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, age, handicap, veteran status, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,  
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR  
EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF  
PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR  
TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR  
TERMINATION.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

**COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS PLACES  
AVAILABLE TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_  
(Date)

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**ASSURANCE OF COMPLIANCE  
FOR  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND  
SECTION 13 OF THE FWPCA AMENDMENTS OF 1972**

NAME AND ADDRESS OF APPLICANT/RECIPIENT ( <i>Hereinafter called ASSUROR</i> )	GRANT IDENTIFICATION NUMBER ( <i>To be completed by EPA</i> )	GRANT AMOUNT REQUESTED \$
	TYPE OF GRANT <input type="checkbox"/> DEMONSTRATION <input type="checkbox"/> RESEARCH <input type="checkbox"/> TRAINING <input type="checkbox"/> OTHER ( <i>Specify</i> ):	
	CHECK ONE: <input type="checkbox"/> NEW <input type="checkbox"/> CONTINUATION	

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements of the U.S. Environmental Protection Agency (*hereinafter called "EPA"*) issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Assuror receives financial assistance from EPA and hereby gives assurance that it will now and hereafter take all necessary measures to effectuate this agreement.

HEREBY AGREES THAT IT will comply with all applicable requirements of Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and all requirements of EPA issued pursuant to that section, to the end that in accordance with that section of that Act, no person in the United States shall, on the ground of sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under the said Federal Water Pollution Control Act Amendments for which the Assuror receives assistance from EPA and hereby gives assurance that it will now and hereafter take all necessary measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of financial assistance extended to the Assuror by EPA, this Assurance obligates the Assuror, or, in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provisions of similar services or benefits. If any personal property is so provided, this Assurance obligates the Assuror for the period during which it retains ownership or possession of the property. In all other cases, this Assurance obligates the Assuror for the period during which the financial assistance is extended to it by EPA.

THE ASSURANCE is given in consideration of and for the purpose of obtained any and all Federal grants, loans, contracts, property discounts or other financial assistance extended after the date hereof to the Assuror by EPA including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Assuror recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States shall reserve the right to seek judicial enforcement of this Assurance. The Assurance is binding on the Assuror, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this Assurance on behalf of the Assuror.

The obligations assumed by the Assuror hereunder are in addition to any obligations which may be imposed to the Assuror by any applicable regulation now outstanding or which may hereafter be adopted by EPA to effectuate any provision or goal of the said Title VI and all applicable requirements of the said Section 13, and no part of this Assurance shall be read so as to in any way detract from or modify any obligation which may be imposed on the Assuror by any such regulation standing alone.

SIGNATURE OF ASSUROR BY PRESIDENT, CHAIRMAN OF BOARD OR COMPARABLE AUTHORIZED OFFICIAL

DATE

## CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE

40 CFR 31.36(e)

40 CFR 31.36(e) – Contracting with small and minority firms, women’s business enterprise and labor surplus area firms.

- (1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
  - (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
  - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  - (vi) Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

**EXECUTIVE ORDER**

**PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS' LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS**

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 et seq., and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

Section 1. To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure

that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:



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- (a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
- (b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- (c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

Sec. 2. Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

Sec. 3. To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

Sec. 4. In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

Sec. 5. (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

Sec. 6. (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d). Sec. 7. With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

Sec. 8. As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

Sec. 9. The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

Sec. 10. The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

Sec. 11. This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforce-able by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

GEORGE W. BUSH

THE WHITE HOUSE, February 17, 2001.

# TITLE 37

## CHAPTER 2.1 DOMESTIC STEEL

Section	
37-2.1-1.	Short Title
37-2.1-2.	Purpose
37-2.1-3.	Purchase of steel and steel products
37-2.1-4	Payment
37-2.1-5.	Definitions

**37-2.1-1. Short title.** This chapter shall be known and may be cited as the "Steel Products Procurement Act".

**37-2.1-2. Purpose.**

- (a) This chapter shall be deemed to be an exercise of the police powers of the state for the protection of the health, safety, and general welfare of the people of the state.
- (b) It is hereby determined by the general assembly of Rhode Island and declared as a matter of legislative findings that:
  - (1) The United States is one of the leading countries in the production and use of steel and its allied products;
  - (2) The use of steel products constitutes a major industry of the United States and, as such, provides the jobs and family incomes of millions of persons in the United States;
  - (3) The taxes paid to Rhode Island and the United States by employers and employees engaged in the production and sale of steel products are one of the largest single sources of public revenues in this country;
  - (4) It has, for many years, been the policy of the state to aid and support the development and expansion of industry in the United States in order to foster the economic well-being of the state and its people; and
  - (5) The economy, general welfare, and national security of the United States, are inseparably related to the preservation and development of the steel industry in the United States.
- (c) The general assembly therefore declares it to be the policy of the state that all public officers and agencies should, at all times, aid and promote the development of the steel industry of the United States in order to stimulate and improve the economic well-being of the state and its people. **37-2.1-3. Purchase of steel and steel products.**

- (a) Every public agency shall require that every contract document for the construction, reconstruction, alteration, repair, improvement, or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract, only steel products as herein defined shall be used or supplied in the performance of the contract or any subcontracts thereunder.
- (b) This section shall not apply in any case where the head of the public agency, in writing, determines that steel products as herein defined are not produced in, or readily available in the United States or that such steel products shall not exceed fifteen percent (15%) of the costs of any other steel products obtainable nationally or internationally.

**37-2.1-4. Payment.**

No public agency shall authorize, provide for, or make any payments to any person under any contract containing the provision required by 37-2.1-3 unless the public agency is satisfied that such person has fully complied with that provision. Any such payments made to any person by any public agency which should not have been made, as a result of this section, shall be recoverable directly from the contractor or subcontractor who did not comply with 37-2.1-3 by either such public agency or the attorney general upon suit filed in the court of any county.

**37-2.1-5. Definitions.**

The following words and phrases when used in this chapter shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- (a) "Person" means natural persons as well as corporations, partnerships, business units, and associations;
- (b) "Public agency" means (1) the state and its departments, boards, commissions and agencies, (2) cities, towns, school districts, and any other governmental unit or district, (3) any and all other public bodies, authorities, officers, agencies, or instrumentalities, whether exercising a governmental or proprietary function;
- (c) "Public works" means steel to construct, frame or reinforce any public structure, building, highway, waterway, street, bridge, transit system, airport, or other betterment, work or improvement, whether of a permanent or temporary nature, and whether for governmental or proprietary use;
- (d) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process;
- (e) "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.



## TITLE 37

### CHAPTER 12 CONTRACTORS' BONDS

#### Sections

- 37-12-1. Contractors required to give bond – Terms and conditions.
- 37-12-2. Rights of persons furnishing labor and materials.
- 37-12-3. Remedies of creditors and state – Priority of claims.
- 37-12-4. Intervention by creditor in suit brought by state.
- 37-12-5. Time limitation on creditors' actions.
- 37-12-6. Intervention in suit brought by creditor – Consolidation of suits.
- 37-12-7. Notice of Pendency of Suit
- 37-12-8. Certified copies of documents.
- 37-12-9. Payment into court by surety – Discharge.
- 37-12-10. Retainers relating to contracts for public works or sewer or water main construction.
- 37-12-11. Substitution of securities for retained earnings.

**§ 37-12-1 Contractors required to give bond – Terms and conditions.** – Every person (which word for the purposes of this chapter shall include a copartnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the department of transportation or by the department of administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of fifty thousand dollars (\$ 50,000), or for a contract for the construction, improvement, completion, or repair of any public building, or portion thereof, shall be required to furnish to the respective department a bond of that person to the state, with good and sufficient surety or sureties (hereafter in this chapter referred to as surety), acceptable to the respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors, shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the state, the respective department, and all of its officers,

agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract, and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work. The bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Waiver of the bonding requirements of this section is expressly prohibited.

**37-12-2. Rights of persons furnishing labor and materials.**

Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for in the contract, in respect of which a payment bond is furnished under § 37-12-1, and who has not been paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for which a claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgment for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office, conducts his or her business, or his or her residence.

**37-12-3. Remedies of creditors and state - Priority of claims.**

The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol and in any suit brought on the bond the rights of the state shall be prior to those of all creditors. The rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among

other creditors under the bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought, as hereafter provided in this chapter, by any person claiming to be a creditor under the bond.

**37-12-4. Intervention by creditor in suit brought by state.**

Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond, and by so intervening may have the rights to the person adjudicated in the suit.

**37-12-5. Time limitation on creditors' actions.**

No suit instituted under § 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under § 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section.

**37-12-6. Intervention in suit brought by creditor - Consolidation of suits.**

When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit.

**37-12-7. Notice of pendency of suit.**

In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearances in the suit and, in addition to the notice, notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

**37-12-8. Certified copies of documents.**

Any person claiming to be a creditor under the bond and having filed a claim with the respective department, in accordance with the requirements of § 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal, plans specifications, and bond.

**37-12-9. Payment into court by surety - Discharge.**

The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto under the decree of the court, the penal sum named in the bond less any amount which the surety may have paid to the state in satisfaction of the liability of the surety to the state under the bond, and then shall be entitled to be discharged from all further liability under the bond.

**37-12-10. Retainers relating to contracts for public works or sewer or water main construction.**

(a) Upon substantial completion of the work required by a contract aggregating in amount less than five hundred thousand dollars (\$ 500,000) with any municipality, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in § 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. Upon substantial completion of the work required by a contract aggregating in an amount of five hundred thousand dollars (\$ 500,000) or greater with any municipality, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in § 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price. In the case of periodic payments with respect to contracts less than the aggregate amount of five hundred thousand dollars (\$ 500,000), the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties. In the case of periodic payments with respect to contracts in the aggregate amount of five hundred thousand dollars (\$ 500,000) or greater, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment.

(b) The retainage shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason other than a dispute, which, if resolved and it is not the fault of the contractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The retainage shall be paid to any contractor or subcontractor within ninety (90) days of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

(d) There shall also be deducted and retained from the contract price an additional sum sufficient to pay the estimated cost of municipal police traffic control on any public works project. Municipalities shall directly pay the officers working traffic details and shall bill and be reimbursed by the withholding authority for which the contract is being performed every thirty (30) days until the project is complete.

(e) Notwithstanding the foregoing, with respect to projects located within the town of Warren, the withholding authority shall hold an amount from the contract price which shall be reasonably sufficient to pay the estimated cost of municipal police traffic control. The withholding authority shall pay to the town of Warren within seventy-two (72) hours of written demand the actual costs of police traffic control associated with said project on an ongoing basis.

**37-12-11. Substitution of securities for retained earnings.**

(a) Where any public works contract as defined by § 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general

treasurer either; (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills; (2) Bonds or notes of the state of Rhode Island ; or (3) Bonds of any political subdivision in the state of Rhode Island.

(b) No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of the securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the interest or income, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or by any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be deducted, first from that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.

## TITLE 37

### CHAPTER 12.1 SUBSTITUTION OF SECURITY FOR RETAINED EARNINGS OF ARCHITECTS AND ENGINEERS

#### Sections

- 37-12.1-1. Definition of Terms.
- 37-12.1-2. Substitution of security for retained earnings by designers.
- 37-12.1-3. Deduction from retained earnings.
- 37-12.1-4. Endorsement on securities.
- 37-12.1-5. Applicability.

#### **37-12.1-1. Definition of terms.**

Terms used in this chapter shall be construed as follows:

- (a) "Designers", means any person, firm or corporation duly authorized pursuant to the laws of this state to engage in the practice of architecture and/or engineering within this state.
- (b) "Public works contract" means a contract to perform design or planning services by a designer with the state or any agency or governmental subdivisions thereof.
- (c) "Retained earnings" means any moneys or earned estimates withheld from a designer pursuant to the terms of a public works contract.

#### **37-12.1-2. Substitution of security for retained earnings by designers.**

(a) Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

- (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills;
- (2) Bonds or notes of the state of Rhode Island; or
- (3) Bonds of any political subdivision of the state of Rhode Island.

(b) With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the interest or income when and as collected to the designer depositing the securities. If the security is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the designer. **37-12.1-3. Deduction from retained earnings.**

In the event that pursuant to the terms of the public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter from the proceeds of the sale of any

securities deposited or from the income earned on such securities, whichever is applicable.

**37-12.1-4. Endorsement on securities.**

All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter.

**37-12.1-5. Applicability.**

This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16, 1991].

## TITLE 37

### CHAPTER 13 LABOR AND PAYMENT OF DEBTS BY CONTRACTORS

#### Sections

37-13-1. "Public Works" defined

37-13-2. "Contractor" defined – information required.

37-13-3. Contractors subject to provisions – Weekly payment of employees.

37-13-3.1 State public works contract apprenticeship requirements

37-13-4. Provisions applicable to public works contracts – List of Subcontractors.

37-13-5. Payment for trucking or materials furnished – Withholding of sums due.

37-12-6. Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract.

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

37-13-8. Investigation and determination of prevailing wages – Filing of schedule.

37-13-9. Statutory provisions included in contracts.

37-13-10. Overtime compensation.

37-13-11. Posting of prevailing wage rates.

37-13-12. Wage records of contractors.

37-13-12.1. Obstruction of enforcement.

37-13-12.2. Subpoena powers.

37-13-12.3. Compelling obedience to subpoenas.

37-13-12.4. Penalty for violations.

37-13-13. Furnishing payroll record to director of labor.

37-13-13.1. Audits of wage records of out of state contractors and subcontractors.

37-13-14. Contractor's bond.

37-13-14.1. Enforcement – Hearings.

37-13-15. Review.

37-13-16. Termination of work on failure to pay agreed wages – Completion of work. 37-13-17. Private right of action to collect wages or benefits

**37-13-1. "Public works" defined.**

"Public works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

**37-13-2. "Contractor" defined - Information required.**

The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skills, ability, and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to qualifications shall be submitted in such form to the awarding authority and the director of labor and training as the director of labor and training shall require. The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to do so.

**37-13-3. Contractors subject to provisions - Weekly payment of employees.**

All contractors, who have been awarded contracts for public works by an awarding agency or authority of the state or of any city, town, committee, or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars (\$1,000) whether payable at the time of the signing of the contract or at a later date, and their subcontractors, on such public works shall pay their employees at weekly intervals and shall

comply with the provisions set forth in 37-13-4 - 37-13-14, inclusive, and 37-13-16.

**37-13-3.1. State public works contract apprenticeship requirements.**

Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$ 1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

**37-13-4. Provisions applicable to public works contracts - Lists of subcontractors.**

All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority," in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 - 37-13-14, and 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority a list of his or her subcontractors of any part or all of the work. The list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

**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 material man 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.

**37-13-6. Ascertainment of prevailing rate of wages and other payments - Specification of rate in call for bids and in contract.**

Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must

constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

**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.

**37-13-8. Investigation and determination of prevailing wages - Filing of schedule.**

The director of labor and training shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in § 37-13-7, paid in the trade or occupation in the city, town, village, or other appropriate political subdivision of the state and keep a schedule on file in his or her office of the customary prevailing rate of wages and payments made to or on behalf of the employees which shall be open to public inspection. In making a determination, the director of labor may adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the secretary of labor of the United States of America in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 276a; provided, however, that each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on a hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first.

**37-13-9. Statutory provisions included in contracts.**

A copy of 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state or any city or town, committee, an authorized agency or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price be in excess of one thousand dollars (\$1,000).

**37-13-10. Overtime compensation.**

Labor performed under the provisions of 37-13-1 - 37-13-16, inclusive, during the period of forty (40) hours in any one week and during the period of eight (8) hours in any one day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one week greater than the number of forty (40) hours or in any one day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the director of labor and training has determined in the investigation provided for in 37-13-7 and 37-13-8 that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of worker needed to execute the work other than hours worked in any one week greater than the number of forty (40) or in hours worked in any one day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for the work and the prevailing rate of overtime wages shall be paid for such work in excess of that legal workday or week, as the case may be.

**37-13-11. Posting of prevailing wage rates.**

Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars (\$ 1,000), and each subcontractor who performs work on those public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in §§ 37-13-6 and 37-13- 7, and the rights and remedies of any employee described in § 37-13-17 for nonpayment of any wages earned pursuant to this chapter. Posters shall be furnished to contractors and subcontractors by the director of labor and training, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars (\$ 100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city, town, or any agency thereof until the director of labor and training has prepared and delivered the posters to the division of purchases, if the state or any agency thereof is the proper authority, or to the city, town, or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

### **37-13-12. Wage records of contractors.**

Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000) for public works, and each subcontractor who performs work on those public works, shall keep an accurate record showing the name, occupation, and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contract or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

#### **37-13-12.1. Obstruction of enforcement.**

Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

#### **37-13-12.2. Subpoena powers.**

The director and his or her authorized representatives shall have power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

#### **37-13-12.3. Compelling obedience to subpoenas.**

In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces

tecum, or on the refusal of any witness to testify to any matter regarding which he may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

**37-13-12.4. Penalty for violations.**

Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not less than five hundred dollars (\$ 500) nor more than one thousand dollars (\$ 1,000) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

**37-13-13. Furnishing payroll record to director of labor.**

(a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed upon the project to the director of labor and training on a monthly basis for the preceding month's work.

(b)The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(c) Any contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training five hundred dollars (\$ 500) for each calendar day of noncompliance as determined by the director of labor and training. Any of those revenues shall be deposited as general revenues. Any person, firm, or corporation found to have willfully made a false or fraudulent representation in connection with reporting their certified payroll records shall be required to pay a civil penalty to the department of labor and training in an amount of no less than one thousand dollars (\$ 1,000) and not greater than three thousand dollars (\$ 3,000) per representation. For purposes of this subsection "willfully" shall mean representations that are known to be false, or representations made with deliberate ignorance or reckless disregard for their truth or falsity.

**37-13-13.1. Audits of wage records of out of state contractors and subcontractors.**

Out of state contractors or subcontractors who perform work on public works in this state authorize the director of labor and training to conduct wage and hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

### **37-13-14. Contractor's bond.**

The state or any city, town, agency, or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$ 50,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, a bond to contain the terms and conditions set forth in chapter 12 of this title, and to be subject to the provisions of that chapter. Waiver of the bonding requirements of this section is expressly prohibited.

#### **37-13-14.1. Enforcement - Hearings.**

(a) Before issuing an order or determination, the director of labor and training shall order a hearing thereon at a time and place to be specified, and shall give notice thereof, together with a copy of the complaint or the purpose thereof, or a statement of the facts disclosed upon investigation, which notice shall be served personally or by mail on any person, firm, or corporation affected thereby. The person, firm, or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in the notice, which time shall be not less than five (5) days from the service of the notice personally or by mail. The hearing shall be held within ten (10) days from the order of hearing. The hearing shall be conducted by the director of labor and training or his or her designee. The hearing officer in the hearing shall be deemed to be acting in a judicial capacity, and shall have the right to issue subpoenas, administer oaths, and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by Rhode Island civil practice law and rules. The hearing shall be expeditiously conducted and upon such hearing the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of the order, with a notice of the filing thereof, upon the parties to the proceeding, personally or by mail. The order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve per centum (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party.

(b) In addition to directing payment of wages or supplements including interest found to be due, the order shall also require payment of a further sum as a civil penalty in an amount up to three times the total amount found to be due. Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to the employee in violation of thereof exceeds five thousand dollars (\$ 5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general. The misdemeanor shall be punishable for a period of not more than one year in prison and/or fined not more than one thousand dollars (\$ 1,000). In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with recordkeeping or other nonwage requirements. The surety of the person, firm, or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm, or corporation. The penalty shall be paid to the department of labor and training for deposit in the state treasury; provided, however,

it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein. There is hereby appropriated to the annual budget of the department of labor and training the amount of the fund collected annually under this section, to be used at the direction of the director of labor and training for the sole purpose of enforcing prevailing wage rates as provided in this chapter.

- (c) For the purposes of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm, or corporation, whether the violation is continuous or intermittent, shall constitute a separate and succeeding violation.
- (d) In addition to the above, any person, firm, or corporation found in violation of any of the provisions of this chapter by the director of labor and training, an awarding authority, or the hearing officer, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer. Once a person, firm, or corporation is found to be in violation of this chapter, all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked.
- (e) In addition to the above, any person, firm, or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on or be awarded work by an awarding authority or perform any work for a period of sixty (60) months from the date of the second violation.
- (f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court.
- (g) The director of labor and training, awarding authority, or hearing officer shall notify the bonding company of any person, firm, or corporation suspected of violating any section of this chapter. The notice shall be mailed certified mail, and shall enumerate the alleged violations being investigated.
- (h) In addition to the above, any person, firm, or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. The false or fraudulent representation shall be considered a misdemeanor and shall be punishable for a period of not more than one year in prison and/or fined one thousand dollars (\$ 1,000). Further, any person, firm, or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor and training in an amount of no less than two thousand dollars (\$ 2,000) and not greater than fifteen thousand dollars (\$ 15,000) per representation.

**37-13-15. Review.**

- (a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the

construction industry. The members of such appeals board shall serve without compensation. The members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities; one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a term of two (2) years and one (1) for a term of three (3) years.

(b) Any person aggrieved by any action taken by the director of labor and training or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor and training to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. The petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor and training or designated hearing officer: The petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

- (1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;
- (2) Any person who is required to be paid wages for his or her labor or on whose behalf payments are required to be paid to funds, as provided by this chapter;
- (3) The lawful collective bargaining representative of a person defined in subdivision (2) above;
- (4) A trade association of which a person defined in subdivision (1) above is a member;
- (5) A proper authority as defined in this chapter;
- (6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or her is a member, and
- (7) A labor organization which has one or more written collective bargaining agreements with one or more employers or a trade association which sets forth the hours, wages, and working conditions of a craft, mechanic, teamster, or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor and training or the hearing officer.

(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court in Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief and the petition shall follow the course of and be subject to the procedures for causes filed in the court.

(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence.

**37-13-16. Termination of work on failure to pay agreed wages - Completion of work.**

Every contract within the scope of this chapter shall contain the further provision that in the event it is found by the director of labor and training that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right

as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

**37-13-17. Private right of action to collect wages or benefits**

- (a) An employee or former employee, or any organization representing such an employee or former employee, of a contractor or subcontractor may bring a civil action for a violation of § 37-13-7 for appropriate injunctive relief, or actual damages, or both within three (3) years after the occurrence of the alleged violation. An action commenced pursuant to this section, may be brought in the superior court for the county where the alleged violation occurred, the county where the complainant resides, or the county where the person against whom in the civil complaint is filed resides or has their principal place of business. Any contractor or subcontractor who violates the provisions of § 37-13-7 shall be liable to the affected employee or employees in the amount of unpaid wages or benefits, plus interest. A civil action filed in court under this section may be instituted instead of, but not in addition to the director of labor and training enforcement procedures authorized by § 37-13-14.1, provided the civil action is filed prior to the date the director of labor and training issues notice of an administrative hearing.
- (b) An employer's responsibility and liability is solely for its own employees.
- (c) An action instituted pursuant to this section may be brought by one or more employees or former employees on behalf of himself/herself or themselves and other employees similarly situated, except that no employee shall be a party plaintiff to any such action unless he/she gives his/her consent in writing to become such a party and such consent is filed in the court in which such action is brought.
- (d) In an action filed under this section in which the plaintiff prevails, the court shall, in addition to any judgment awarded to the plaintiff, require reasonable attorneys' fees and the costs of the action to be paid by the defendant.
- (e) The court in an action filed under this section shall award affected employees or former employees liquidated damages in an amount equal to two (2) times the amount of unpaid wages or benefits owed. Unpaid fringe benefit contributions owed pursuant to this section in any form shall be paid to the appropriate benefit fund, however, in the absence of an appropriate fund the benefit shall be paid directly to the individual.
- (f) The filing of a civil action under this section shall not preclude the director of labor and training from referring a matter to the attorney general as provided in § 37-13-14.1(b), from prohibiting a contractor or subcontractor from bidding on or otherwise participating in contracts as provided in § 37-13-14.1(d), (e) and (h), or from prohibiting termination of work on failure to pay agreed wages pursuant to § 37-13-16.

- (g) Any person, firm, or corporation found to have willfully made a false or fraudulent representation in connection with wage obligations owed on a contract shall be required to pay a civil penalty to the department of labor and training in an amount of no less than one thousand dollars (\$ 1,000) and not greater than three thousand dollars (\$ 3,000) per representation. Such penalties shall be recoverable in civil actions filed pursuant to this section. For purposes of this subsection "willfully" shall mean representations that are known to be false, or representations made with deliberate ignorance or reckless disregard for their truth or falsity.
- (h) An employer shall not discharge, threaten, or otherwise discriminate against an employee, or former employee, regarding compensation terms, conditions, locations or privileges of employment because the employee or former employee, or a person or organization acting on his or her behalf: (1) Reports or makes a complaint under this section; or otherwise asserts his or her rights under this section; and/or (2) Participates in any investigation, hearing or inquiry held by the director of labor and training under § 37-13-14.1. In the event a contractor or subcontractor retaliates or discriminates against an employee in violation of this section, the affected employee may file an action in any court of competent jurisdiction and the court shall order reinstatement and/or restitution of the affected employee, as appropriate, with back pay to the date of the violation, and an additional amount in liquidated damages equal to two (2) times the amount of back pay and reasonable attorneys' fees and costs.
- (i) If any one or more subsections of this section shall for any reason be adjudged unconstitutional or otherwise invalid, the judgment shall not affect, impair, or invalidate the remaining subsections.

## PREVAILING WAGE RATES

**(Appropriate wage rate to be inserted by bidder in specifications)**

**For a copy of the appropriate wage rate, contact:**

**R.I. Department of Labor  
Division of Labor Standards  
610 Manton Avenue  
Providence, RI 02909**

## TITLE 37

### CHAPTER 14.1 MINORITY BUSINESS ENTERPRISE

#### Sections

- 37-14.1-1. Purpose.
- 37-14.1-2. Applicability.
- 37-14.1-3. Definitions.
- 37-14.1-4. Policy.
- 37-14.1-5. Discrimination prohibited.
- 37-14.1-6. Minority business enterprise guidelines.
- 37-14.1-7. Establishment of criteria and guidelines.
- 37-14.1-8. Sanctions.

#### **37-14.1-1. Purpose.**

The purpose of this chapter is to carry out the state's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women (MBE's), in state funded and state directed public construction programs and projects and in state purchases of goods and services. This includes assisting MBE's throughout the life of contracts in which they participate.

#### **37-14.1-2. Applicability.**

This chapter shall apply to any and all state purchasing, including, but not limited to the procurement of goods and services and construction projects or contracts funded in whole or in part by state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers or in which the state is a signatory to the construction contract.

#### **37-14.1-3. Definitions.**

- (a) "Affirmative action" means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve minority business enterprises fully in contracts and programs funded by the state.
- (b) "Compliance" means the condition existing when a contractor has met and implemented the requirements of this chapter.

- (c) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this chapter, a lease is a contract.
- (d) "Contractor" means one who participates, through a contract or subcontract, in any procurement or program covered by this chapter, and includes lessees and material suppliers.
- (e) "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:
  - (1) Black (a person having origins in any of the black racial groups of Africa);
  - (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);
  - (4) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (5) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.); or
  - (6) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended [15 U.S.C. 637(a)].
- (f) "Minority business enterprise" or "MBE" means a small business concern, as defined pursuant to section 3 of the federal Small Business Act [15 U.S.C. 632] and implementing regulations, which is owned and controlled by one or more minorities or women. For the purposes of this chapter, owned and controlled means a business.
  - (1) Which is at least fifty-one percent (51%) owned by one or more minorities or women or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities or women; and
  - (2) Whose management and daily business operations are controlled by one or more such individuals.
- (g) "MBE coordinator" means the official designated to have overall responsibility for promotion of minority business enterprise in his or her departmental element.
- (h) "Noncompliance" means the condition existing when a recipient or contractor has failed to implement the requirements of this chapter.

#### **37-14.1-4. Policy.**

It is the policy of the state of Rhode Island that minority business enterprises (MBE's) shall have the maximum opportunity to participate in the performance of procurements and projects outlined in 37-14.1-2.

#### **37-14.1-5. Discrimination prohibited.**

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any project covered by this chapter, on the grounds of race, color, national origin, or sex.

**37-14.1-6. Minority business enterprise participation.**

Minority business enterprises shall be included in all procurements and construction projects under this chapter and shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. The director of the department of administration is further authorized to establish by rules and regulation formulas for giving minority business enterprises a preference in contract and subcontract awards.

**37-14.1-7. Establishment of criteria and guidelines.**

The director of the department of administration shall establish, by rule and regulations adopted in accordance with chapter 35 of title 42, standards which shall determine whether a construction project is covered by this chapter, compliance formulas, procedures for implementation, and procedures for enforcement which are not inconsistent with 49 CFR 23 of the federal regulations. As to Rhode Island department of transportation contracts, the director of administration may delegate this authority to the director of transportation.

**37-14.1-8. Sanctions.**

- (a) The director of the department of administration shall have the power to impose sanctions upon contractors not in compliance with this chapter and shall include but not be limited to:
  - (1) Suspension of payments;
  - (2) Termination of the contract;
  - (3) Recovery by the state of ten percent (10%) of the contract award price as liquidated damages; and
  - (4) Denial of right to participate in future projects for up to three (3) years.
  
- (b) As to Rhode Island department of transportation contracts, the director of the department of administration may delegate this authority to the director of transportation.

**REGULATIONS GOVERNING PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN STATE**

FUNDED AND DIRECTED PUBLIC CONSTRUCTION PROJECTS, CONSTRUCTION CONTRACTS  
AND PROCUREMENT CONTRACTS FOR GOODS AND SERVICES

I. **GENERAL**

1. **Purpose**

(a) The purpose of these regulations is to carry out the state's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women (MBEs) in state-funded and directed public construction programs and projects and in state purchases of goods and services. This includes assisting MBEs throughout the life of contracts in which they participate.

(b) These regulations implement, in part, R. I. Gen. Laws, Chapter 37-14.1. These regulations are effective immediately and supersede all Department of Administration regulations issued previously under these authorities insofar as such regulations affect minority business enterprise matters in the State.

## 2. Applicability

These regulations apply to any construction project, construction contract or procurement contract for goods and services funded in whole or in part by state funds, or funds which, in accordance with federal grant or otherwise, the state expends or administers or in which the state is a signatory. Quasi-independent state agencies, such as the Rhode Island Public Buildings Authority, the Narragansett Bay Commission and the Rhode Island Port Authority, are subject to the requirements outlined under these regulations. With respect to Department of Transportation contracts, The Director of Transportation may promulgate regulations consistent with R. I. Gen. Laws Sections 3714.1-8 and 37-14.1-9, thereby exempting Department of Transportation contracts from the requirements of these regulations.

## 3. Definition

The terms "building" or "work" means construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvement of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of these regulations.

**"Compliance"** means the conditions existing when a prime contractor has met and implemented the requirements of these regulations.

**"Construction"** means all types of on-site work done on a particular building or work, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or

equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

**"Construction Project"** means a contract or group of contracts for construction work that a prime contractor has agreed to perform, whether directly or through the use of subcontractors.

**"Contract"** means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of these regulations, a lease is a contract.

**"Contractor"** means one who participates, through a contract or subcontract, in any program covered by these regulations and includes lessees.

**"Director"** means the Director of the Department of Administration or any person whom he/she has designated to act for him/her.

**"Goods"** means materials or supplies of any kind provided by a vendor, his agents or employees.

**"Services"** means professional or non-professional activities requiring mental or physical labor to be performed by the contractor, vendor, his agents or employees.

**"Minority"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- (a) Black (a person having origins in any of the black racial groups of Africa);
- (b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
- (c) Portuguese (a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race);
- (d) Asian American ( a person having origins in any of the original peoples of the Far East, South East Asia, the Indian Subcontinent, or the Pacific Islands);
- (e) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or

(f) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

**"Minority Business Enterprise"** or "MBE" means a small business concern as defined pursuant to Section 3 of the Federal Small Business Act and implementing regulations, which is owned and controlled by one (1) or more minorities or women and which has been certified as a Minority Business Enterprise under these regulations by the Rhode Island Department of Administration. For the purposes of these regulations, an owned and controlled business means one:

(a) which is at least 51% owned by one (1) or more minorities or women or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more minorities or women; and

(b) whose management and daily business operations are controlled by one (1) or more such individuals.

**"MBE Coordinator"** means the official designated to have overall responsibility for promotion of minority business enterprises within each department and agency for each contract covered by these regulations. He or she shall be appointed not later than the time the Request for Proposal for each contract is submitted.

**"Non-compliance"** means the condition existing when a contractor has failed to implement the requirements of these regulations.

**"Prime Contractor"** means the contractor that is charged with total construction on a contract or group of contracts, portions of which are, or will be subcontracted to their parties.

**"Specialty Contractor"** means a contractor charged with total construction on a contract or group of contracts, portions of which will not be subcontracted to third parties.

**"Vendor"** means the party with which the State contracts to provide goods or services.

#### **4. Policy**

These regulations shall be construed in accordance with the policy of the State of Rhode Island that minority business enterprises (MBEs) shall have the maximum opportunity to participate in the performance of projects or provision of goods or services outlined hereunder.

## 5. Construction Contracts

(a) MBE Liaison Officer

The chief executive officer of each prime contractor shall designate an MBE Liaison Officer who will coordinate with the MBE Coordinator from the Department of Administration or other state department or agency responsible for monitoring the contract.

(b) Ten Percent (10%) Requirement

(i) Each Department shall structure its procedures for procuring construction contracts to attempt to achieve the result that a minimum of ten (10%) percent of the total dollar value of these procurements is made directly or indirectly from MBEs. This result shall be achieved through one of the two methods described in paragraphs 5(b) (ii) or 5 (b) (iii) below.

(ii) Prime Contractor Method. Each prime contractor shall ensure that a minimum of ten percent (10%) of the dollar value of work to be performed on a construction project will be performed by MBEs. The prime contractor must meet or exceed this requirement or demonstrate that it could not meet this requirement despite its good-faith efforts. A prime contractor that is an MBE will satisfy the ten percent (10%) requirement by ensuring that a least ten percent (10%) of the dollar volume of work performed under the contract is performed by its employees.

(iii) Construction Contracts not involving the use of prime contractors. In lieu of using the prime contractor method described in paragraph 5(b) (ii) above, a Department may meet the ten percent (10%) requirement under these regulations by ensuring that ten percent (10%) of the dollar value of construction contracts in the aggregate for each fiscal year is awarded to MBEs. MBEs may be solicited directly to accomplish this requirement.

(iv) The ten percent (10%) requirements set forth under these regulations can be satisfied concurrently with similar requirements mandated under federal law.

(v) Nothing in these regulations shall be construed to require the award of a contract to an MBE whose bid exceeds the lowest bid by five percent (5%). Nothing in these Regulations shall be construed to require the acceptance of non-conforming goods or services.

(c) Solicitation of Bids

All departments and agencies soliciting requests for proposals for construction projects identified as having subcontracting opportunities must include in the advertisements for the project the following language: "This project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that ten percent of the dollar value of work performed on the project be performed by minority business enterprises."

(ii) MBE Compliance Plan

A prospective prime contractor shall include in its bid on any construction project covered by these regulations, a simple statement acknowledging its obligation to meet the ten percent (10%) requirement under these regulations. After it has been identified as the apparent low bidder, the prime contractor shall, within ten (10) working days, prepare an MBE Compliance Plan and submit it to the Director or his designee for approval. The Plan shall identify by MBE name, subcontract dollar amount and type, each subcontract that the prime contractor projects will be awarded to MBEs over the period of the project.

(d) Approval or Disapproval of MBE Plan

(i) The Director or his designee will review and approve plans that reasonably ensure compliance with the ten percent (10%) requirement.

(ii) Where the prime contractor has proved that for reasons beyond the prime contractor's control, compliance with the ten percent (10%) requirement is impossible, the Director or his designee may approve a plan that ensures compliance with an MBE utilization rate of less than ten percent (10%). To prove impossibility of compliance, there shall be a hearing, which interested parties will be notified of and permitted to attend, during which the contractor shall demonstrate the following:

(1) The prime contractor is making all appropriate efforts, including those listed in paragraph 5 (e) of these regulations, to increase MBE participation in its construction project to the ten percent (10%) level.

(2) Despite the prime contractor's efforts, the prime contractor's plan represents a reasonable expectation for the participation of MBEs in state contracts given the availability of MBEs to work on the contract.

(iii) If the Director or his designee does not approve the plan the prime contractor has submitted, the prime contractor, after consulting with the Director or his designee, shall present a revised plan.

(iv) The Director may condition the approval or establishment of any adjusted requirement on any reasonable future action by the prime contractor.

(v) Each prime contract covered under these regulations shall include the following: "The contractor agrees to ensure that minority business enterprises as defined in R.I. Gen. Laws Section 37-14.1-3, shall have the maximum opportunity to participate in the performance of subcontracts performed under this agreement. The contractor will take all reasonable steps in accordance with regulations promulgated under Chapter 37-14.1 of the Rhode Island General Laws to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts under this agreement."

e. Compliance

(i) Each MBE coordinator will periodically conduct on-site inspections to determine compliance with the provisions of these regulations. The Division of Purchasing, the Director or the MBE Coordinator may require a prime contractor to furnish copies of purchase orders, subcontracts, cancelled checks, and other records that may indicate the number, names, dollar value of MBE subcontracts, dates, and schedule time for performance of work by an MBE subcontractor.

(ii) A prime contractor's failure to have an approved MBE Compliance Plan as required by these regulations constitutes non-compliance with these regulations.

(iii) If a prime contractor fails to meet the requirements outlined in its approved MBE Compliance Plan, it shall explain to the Director, in writing, why the requirements could not be met and why meeting the requirements was beyond the prime contractor's control.

(iv) To determine whether a prime contractor has a good faith reason for failing to meet its requirements, the Director may consider, among other factors:

(1) Whether the prime contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the state contracting authority to inform MBEs of contracting or subcontracting opportunities;

(2) Whether the prime contractor advertised in general circulation, trade association, and minority focus media concerning the subcontracting opportunities;

(3) Whether the prime contractor provided written notice to a reasonable number of specific MBEs that

their interest in a contract was being solicited, in sufficient time to allow the MBEs to participate effectively;

(4) Whether the prime contractor followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested;

(5) Whether the prime contractor selected portions of work to be performed by MBEs in order to increase the likelihood of meeting MBE participation requirements (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);

(6) Whether the prime contractor provided interested MBEs with adequate information about the plans, specifications and requirements of the contract;

(7) Whether the prime contractor negotiated in good faith with interested MBEs;

(8) Whether the prime contractor made suggestions to interested MBEs to assist them in obtaining bonding, lines of credit, or insurance required by the prime contractor;

(9) Whether the prime contractor effectively used the services of available minority community organizations, minority contractors' groups, local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs.

(v) If the prime contractor does not make such an explanation, or if the Director determines that the prime contractor's explanation does not justify its failure to meet the requirements in its approved MBE Plan, the Director may direct the prime contractor to take appropriate remedial action. Failure to take remedial action directed by the Director is noncompliance with these regulations.

(vi) In the event of non-compliance with these regulations, the Director may take appropriate enforcement action. Such action may include suspension of payments, termination of the contract, recovery by the state of 10% of the contract price as liquidated damages and/or denial of the right to participate in future projects for up to three (3) years.

## TITLE 37

### CHAPTER 16 PUBLIC WORKS ARBITRATION

#### Sections

- 37-16-1. Short Title.
- 37-16-2. Contract provisions for arbitration.
- 37-16-3. Application for subcontracts.
- 37-16-4. Stay of legal proceedings pending arbitration.
- 37-16-5. Jurisdiction of superior court to enforce arbitration provisions and awards.
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- 37-16-8. Scheduling and notice of arbitration hearing – Adjournment.
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judgment.
- 37-16-24. Effect of judgment.
- 37-16-25. Appeals.
- 37-16-26. Satisfaction of award.
- 37-16-27. Application of sureties.

**37-16-1. Short title.**

This chapter shall be known as the "Public Works Arbitration Act".

**37-16-2. Contract provision for arbitration.**

(a) A provision in a written contract executed on or after January 1, 1962, for the construction, alteration, repair, or painting of any public building, sewer, highway, bridge, water treatment or disposal projects one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them, to settle by arbitration any dispute or claim arising out of or concerning the performance or interpretation of the contract shall be valid, irrevocable, and enforceable, save upon grounds existing in law or equity for the revocation of the contract.

(b) (1) Every contract for the construction, alteration, repair, painting, or demolition of any public building, sewer, water treatment or disposal project, highway, or bridge one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them which has a contract price of ten thousand dollars (\$ 10,000) or more and which is executed on or after July 1, 1967, shall contain a provision for arbitration of disputes and claims arising out of or concerning the performance or interpretation of the contract as follows:

(2) "All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a

reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition."

- (c) Any dispute involving claims less than one hundred thousand dollars (\$ 100,000) and associated with construction of a highway or bridge as referred to in subsection (b) shall be submitted to arbitration. Any dispute involving claims of one hundred thousand dollars (\$ 100,000) or more and associated with construction of a highway or bridge as referred to in subsection (b) shall only be arbitrated with the consent of the parties. If the parties fail to consent to arbitration and the state of Rhode Island is a party to the dispute, then the claim will proceed in accordance with § 37-13.1-1.
- (d) For the purposes of this section, the term "claims" shall not mean the aggregate amount sought under the contract or in the arbitration, but shall refer specifically to each item or matter in dispute for which additional compensation is sought or for each item for which a credit is sought.
- (e) Notwithstanding subsection (a) or (b) of this section, if any contract except for highway and bridge contracts provides for an arbitration procedure, and a method of appointment of an arbitrator or arbitrators, that method shall be followed instead of the method provided in subsection (b) of this section.
- (f) This section shall apply to all written contracts executed on or after January 1, 1986.

### **37-16-3. Application to subcontracts.**

When a contract described in 37-16-2 is in effect and any party thereto has entered into a subcontract to perform part of the work and/or furnish any materials in connection with the work described in the contract and the terms of the subcontract provide for arbitration of a dispute or claim concerning the performance or interpretation thereof, or the subcontract, expressly or by reference to the terms of the contract, provides that the parties to the subcontract shall comply with the arbitration provisions of the contract, the following shall apply when a request is made or an order of court is entered for arbitration either under the terms of the contract or subcontract.

- (a) When arbitration under the contract may adversely affect the interest of a party thereto because of the effect of an award of the arbitrator or arbitrators upon the performance or interpretation of the terms of a subcontract to which he or she is also a party, he or she may require any other party or all other parties to the subcontract to become a party or parties to the arbitration.
- (b) When a party to a subcontract makes a demand or an order of court is entered for arbitration under the terms of the subcontract which comply with the provision of this chapter, any party thereto who is also a party to the contract and whose rights under the contract may be adversely affected by the effect of an award of the arbitrator or arbitrators upon the performance or interpretation of the contract, may require any other party to the contract to become a party to the arbitration.
- (c) When a party to a contract or to a subcontract is made a party to arbitration by virtue of the provisions of this section, he or she shall have all the rights of a party to arbitration as provided in this chapter except the appointment of an arbitrator. Provided, however, he or she may object to the arbitrators appointed by the parties in which event a single arbitrator shall be appointed as provided in 37-16-2 in the petition of either of the original parties to arbitration. The award of the arbitrator or arbitrators shall be valid and shall be binding on him or her to the extent that it affects the performance or interpretation of the contract and/or subcontract to which he or she is a party. The award of the arbitrator or arbitrators may be enforced, modified, or vacated as this chapter provides an award made in an arbitration of a contract described in 37-16-2 may be enforced, modified, or vacated. **37-16-4. Stay of legal proceedings pending arbitration.**

If any suit or proceedings be brought upon any issue referable to arbitration under contract in writing providing for arbitration, the court in which the suit is pending upon being satisfied that the issue involved in the suit or proceedings is referable to arbitration under the contract, shall on application of one of the parties, stay the trial of the action until arbitration has been held.

### **37-16-5. Jurisdiction of superior court to enforce arbitration provision and awards.**

The entering into a contract in writing providing for arbitration shall be deemed a consent of all parties, including those enumerated in 37-16-2, thereto to the jurisdiction of the superior court of this state to enforce the arbitration provision and any award made pursuant to that provision. A party aggrieved by the failure, neglect, or refusal of another to perform under a contract providing

for arbitration, may petition the superior court, or a judge thereof, for an order directing that arbitration proceed in the manner provided for in the contract. Five (5) days' notice in writing of the application shall be served upon the part in default. Service thereof shall be made in the manner specified in the contract, and if no manner specified therein, then in the manner provided by law for personal service of a summons, within or without the state, or substituted service of a summons, or upon satisfactory proof that the party aggrieved has been or will be unable with due diligence to make service in any of the foregoing manners, then notice shall be served in such manner as the court or judge may direct. A judge of the superior court shall hear the parties and upon being satisfied that there is no substantial issue as to the making of the contract or the failure to comply therewith, the court, or the judge thereof, hearing the application, shall make an order directing the parties to proceed to arbitration in accordance with the terms of the contract.

**37-16-6. Trial upon evidence of substantial issue.**

If evidentiary facts are set forth raising a substantial issue as to the making of the contract or the failure to comply therewith, the court, or the judge thereof, shall proceed immediately to the trial of the issues. Whenever an immediate trial is ordered, the order therefor shall provide that, if the court finds that a written contract providing for arbitration was made, and that there was a failure to comply therewith, the parties shall proceed with the arbitration in accordance with the terms of the contract and the order shall provide that if the court finds that there was no contract or failure to comply with the contract, then the proceeding shall be dismissed.

**37-16-7. Method of appointing arbitrators or umpire.**

If in the contract providing for arbitration, provision is made for a method of naming or appointing an arbitrator or arbitrators or an umpire, that method shall be followed, but if no method be provided therein, then the parties to the contract shall agree to the method of naming or appointing an arbitrator or arbitrators or an umpire and if the parties shall fail to agree, then the court or the judge thereof upon application of either of the parties after due notice to the other party shall appoint an arbitrator to hear the dispute.

**37-16-8. Scheduling and notice of arbitration hearing - Adjournment.**

Subject to the terms of the contract, if any are specified therein, the arbitrators selected as prescribed in this chapter must appoint a time and place for the hearing of the matters submitted to them, and must cause notice thereof to be given to each of the parties. They, or a majority of them, may adjourn the hearing from time to time upon the application of either party for good cause shown or upon their own motion, but not beyond the day fixed if a date in the contract, if any, for rendering their award, unless the time so fixed is extended by the written consent of the parties to the contract or their attorney, or the parties have continued with the arbitration without objection to such adjournment.

**37-16-9. Power of court to direct prompt hearing.**

The court shall have power to direct the arbitrators to proceed promptly with the hearing and determination of the dispute, claim, or matter in question.

**37-16-10. Arbitrator's oath - Waiver.**

Before hearing any testimony, arbitrators selected as prescribed in this chapter must be sworn, by an officer authorized by law to administer an oath, faithfully and fairly to hear and examine the claim, dispute, or matter in question and to make a just award according to the best of their understanding, unless the oath is waived by the written consent of the parties to the contract or their attorneys or the parties have continued with the arbitration without objection to the failure of the arbitrators to take the oath.

**37-16-11. Powers of arbitrators.**

The arbitrator or arbitrators selected as prescribed in this chapter, may require any person to attend before them as a witness; and he or she and they have, and each of them has, the same powers with respect to all the proceedings before them which are conferred upon a board or a member of a board authorized by law to hear testimony. All the arbitrators selected as prescribed in this chapter must meet together and hear all the allegations and proofs of the parties; but an award by a majority of them is valid.

**37-16-12. Fees.**

In any proceeding under this chapter, unless the parties agree as to the arbitrator's or arbitrators' fees, such fees shall be fixed by the court or the judges thereof who shall require the payment equally by both parties of the arbitrators' fees.

**37-16-13. Validity of awards.**

An award shall be valid and enforceable according to its terms and under the provisions of this chapter, without previous adjudication of the existence of a contract to arbitrate, subject, nevertheless, to the provisions of this section:

- (a) A party who has participated in any of the proceedings before the arbitrator or arbitrators may object to the confirmation of the award only on one or more of the grounds hereinafter specified (provided that he did not continue with the arbitration with notice of the facts or defects upon which his objection is based) because of a failure to comply with 37-16-8 or with 37-16-10 or because of the improper manner of the selection of the arbitrators.
- (b) A party who has not participated in any of the proceedings had before the arbitrator or arbitrators and who has not made or been served with an application to compel arbitration under 37-16-5 may also put in issue the making of the contract or the failure to comply therewith, either by a motion for a stay of the arbitration or in opposition to the confirmation of

the award. If a notice shall have been personally served upon such party of an intention to conduct the arbitration pursuant to the provisions of a contract specified in the notice, then the issues specified in this subdivision may be raised only by a motion for a stay of the arbitration, notice of which motion must be served within ten (10) days after the service of the notice of intention to arbitrate. The notice must state in substance that unless within ten (10) days after its service, the party served therewith shall serve a notice of motion to stay the arbitration, he or she shall thereafter be barred from putting in issue the making of the contract or the failure to comply therewith. The arbitration hearing shall be adjourned upon service of the notice pending the determination of the motion. Where the opposing party, either on a motion for a stay or in opposition to the confirmation of an award, sets forth evidentiary facts raising a substantial issue as to the making of the contract or the failure to comply therewith, an immediate trial of the same shall be had. In the event that the party is unsuccessful he or she may, nevertheless, participate in the arbitration if the same is still being carried on.

**37-16-14. Arbitration under chapter deemed special proceeding - Jurisdiction of superior court.**

Arbitration of a claim, dispute, or matter in question under a contract described in this chapter shall be deemed a special proceeding, of which the superior court for Providence County shall have jurisdiction.

**37-16-15. Procedure for hearing of application to court.**

Any application to the court, or a judge thereof, hereunder shall be made and heard in the manner provided by law for the making and hearing of motions, except as otherwise herein expressly provided.

**37-16-16. Form of award.**

To entitle the award to be enforced, as prescribed in this chapter, it must be in writing; and, within the time limited in the contract, if any, subscribed by the arbitrator or arbitrators making it and either filed in the office of the clerk of the court having jurisdiction as provided in 37-16-14 or delivered to one of the parties or his or her attorney.

**37-16-17. Court order confirming award.**

At any time within one year after the award is made, as prescribed in 37-16-16, any party to the contract by the terms of which arbitration was had, may apply to the court having jurisdiction as provided in 37-16-14 for an order confirming the award. Thereupon the court must grant the order unless the award is vacated, modified, or corrected, as prescribed in 37-16-18 and 37-16-19 or unless the award is unenforceable under the provisions of 37-16-13. Notice of the motion must be served upon the adverse party or parties or his or her or their attorneys, as prescribed by law for service of notice of a motion upon an attorney in an action in the same court.

**37-16-18. Court order vacating award.**

In any of the following cases, the court must make an order vacating the award, upon the application of any party to the controversy which was arbitrated

- (a) When the award was procured by fraud.
- (b) Where the arbitrator or arbitrators exceeded their powers, or so imperfectly executed them, that a mutual, final, and definite award upon the subject matter submitted was not made.
- (c) If there was no valid contract, and the objection has been raised under the conditions set forth in 37-16-13.

**37-16-19. Rehearing after vacation of award.**

Where an award is vacated, the court, in its discretion may direct a rehearing either before the same arbitrator or arbitrators or before a new arbitrator or arbitrators to be chosen in the manner provided in the contract for the selection of the original arbitrator or arbitrators or as provided for in 37-16-7 and any provision limiting the time in which the arbitrator or arbitrators may make a decision shall be deemed applicable to the new arbitration and to commence from the date of the court's order.

**37-16-20. Court order modifying or correcting award.**

In any of the following cases, the court must make an order modifying or correcting the award, upon the application of any party to the contract by the terms of which the arbitration was held.

- (a) Where there was an evident miscalculation of figures or an evident mistake in the description of any persons, thing, or property referred to in the award.
- (b) Where the arbitrator or arbitrators have awarded upon a matter not submitted to them, not affecting the merits of the decision upon the matter submitted.
- (c) Where the award is imperfect in a matter of form not affecting the merits of the controversy, and, if it had been a master's report the defect could have been amended or disregarded by the court.

**37-16-21. Notice of motion to vacate, modify, or correct an award.**

Notice of a motion to vacate, modify, or correct an award must be served upon all adverse parties, or their attorneys, within sixty (60) days after the award is filed or delivered, as prescribed by law for service of notice of a motion upon an attorney in an action; except that in opposition to a motion to confirm an award, any of the grounds specified in 37-16-18 may be set up. For the purpose of the motion, any judge who might make an order, to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of an adverse party or parties to enforce the award.

### 37-16-22. Entry of judgment - Costs.

Upon the granting of an order confirming, modifying, or correcting an award, judgment may be entered in conformity therewith, except as is otherwise prescribed in this chapter. Costs of the application and of the proceedings subsequent thereto, not exceeding twenty-five dollars (\$25.00) and disbursements, may be awarded by the court in its discretion. If awarded, the amount thereof must be included in the judgment.

### **37-16-23. Filing of papers after judgment.**

(a) Immediately after entering judgment, the clerk must attach together and file the following papers:

- (1) The contract, and each written extension of the time, if any, within which to make the award.
- (2) The award.
- (3) Each notice, affidavit or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon the application.
- (4) A copy of the judgment.

(b) The judgment may be docketed as if it was rendered in an action.

### **37-16-24. Effect of judgment.**

The judgment so entered has the same force and effect, in all respects as, and is subject to all the provisions of law relating to a judgment in an action. The judgment may be enforced as if it had been rendered in an action in the court in which it is entered.

### **37-16-25. Appeals.**

An appeal may be taken from an order made in a proceeding under this chapter, or from a judgment entered upon an award. The proceedings upon the appeal, including the judgment thereupon and the enforcement of the judgment, are governed by the provisions of statute and rule regulating appeal in actions as far as they are applicable. **37-16-26. Satisfaction of award.**

(a) An award which requires the payment of a sum of money by a city, town, or the state or any body described in 37-16-2 created or organized by or through the authority of any of them, shall be satisfied to the extent of payment of that sum by payment thereof to the party to whom the award was made by the treasurer or officer exercising the duties of a treasurer thereof from its general funds.

(b) An award which requires the payment of a sum of money to a city, a town, or the state or any body described in 37-16-2 created or organized by or through the authority of any of them shall be satisfied to the extent of payment of that sum by payment thereof to its treasurer or officer exercising the duties of a treasurer thereof who shall deposit the same in its general funds.

### **37-16-27. Application to sureties.**

- (a) If a contractor principal on a bond furnished to guarantee performance or payment on a construction contract and the claimant are parties to a written contract with a provision to submit to arbitration any controversy thereafter arising under the contract, or subject to arbitration as provided in 37-16-2(b), the arbitration provisions shall apply to the surety for all disputes involving questions of the claimant's right of recovery against the surety. Either the claimant, the contractor principal, or surety may demand arbitration in accordance with the written contract or as provided in 37-16-2(b) if applicable in one arbitration proceeding, provided that the provisions of 37-16-3 shall be applicable to any such demand for arbitration. The arbitration award shall decide all controversies subject to arbitration between the claimant, on the one hand, and the contractor principal and surety on the other hand, including all questions involving liability of the contractor principal and surety on the bond, but a claimant must file suit for recovery against the surety within the time limits set forth in 37-12-2 and 37-125. The arbitration shall be in accordance with this chapter and the court shall enter judgment thereon as provided therein.
- (b) The arbitrator or arbitrators, if more than one, shall make findings of fact as to the compliance with the requirements for recovery against the surety, and those findings of fact shall be a part of the award binding on all parties to the arbitration.

## TITLE 45

### CHAPTER 55 AWARD OF MUNICIPAL CONTRACTS

#### SECTIONS

- 45-55-1 Legislative findings
- 45-55-2. Method of source selection
- 45-55-3. Purchasing agent - Appointment - Duties.
- 45-55-4. Definitions.
- 45-55-5. Competitive sealed bidding.
- 45-55-5.1. Business exempt.
- 45-55-5.2. Town of North Smithfield - Exemption.
- 45-55-6. Competitive negotiation.
- 45-55-7. Negotiations after unsuccessful competitive sealed bidding
- 45-55-8. Sole source procurement and emergency procurements.
- 45-55-8.1 Qualification based selection of architects and engineers.
- 45-55-9. Small purchases.
- 45-55-10. Cancellation of invitation for bids and requests for proposals.
- 45-55-11. Responsibilities of bidders and offerors
- 45-55-12. Prequalification of contractors - General.

- 45-55-13. Exclusion of state mandated costs.
- 45-55-13.1. Exclusion of multi-cities or towns insurance corporations and cooperative risk management programs.
- 45-55-13.2. Exclusion of multi-cities or towns energy aggregation programs. [45-55-](#)

### [13.3. Exclusion of multi-school district combined purchasing consortia](#)

- 45-55-14. Staff consultants.
- 45-55-15. Severability.
- 45-55-16 Prohibition against the use of lead based paints.

#### **45-55-1. Legislative findings.**

It is hereby declared that a need exists to establish a uniform system for the award of contracts by municipalities, utilizing open cooperative bids.

#### **45-55-2. Method of source selection.**

Except as otherwise authorized by law, all municipal contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to 45-55-5;
- (2) Competitive negotiations, pursuant to 45-55-6;
- (3) Non-competitive negotiations, pursuant to 45-55-7 and 45-55-8;
- (4) Small purchase procedures, pursuant to 45-55-9.
- (5) Qualification based selection (QBS) process for architects/engineers pursuant to 45-55-8.1

#### **45-55-3. Purchasing agent - Appointment - Duties.**

Within each city or town or quasi public agency there shall be designated a person or persons to act as purchasing officer to exercise the powers and duties as set forth in this chapter.

#### **45-55-4. Definitions.**

The words defined in this section have the following meanings whenever they appear in this chapter, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section, group of sections or provision.

- (1) "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.
- (2) "Change order" means a written order signed by the purchasing agent, or contractor directing or allowing the contractor to make changes which the changes clause of the contract authorizes the purchasing agent or contractor to order without the consent of the contractor or purchasing agent.
- (3) "Construction" means the process of building, altering, repairing, improving, or demolishing any public structures or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance or repair of existing structures, buildings,

or real property performed by salaried employees of the municipality in the usual course of their job.

- (4) "Contract" means all types of agreements, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item. It includes awards; contracts of a fixed-price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders; leases; letter contracts, purchase orders, and construction management contracts. It also includes supplemental agreements with respect to any of the preceding. "Contract" does not include labor contracts with employees of the municipality.
- (5) "Contract modification" means any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract. It includes bilateral actions, as supplemental agreements, and unilateral actions, as change orders, administrative changes, notices of termination, and notices of the exercise of a contract option.
- (6) "Contractor" means any person having a contract with a municipality.
- (8) "Data" means recorded information, regardless of form or characteristic.
- (8) "Designee" means a duly authorized representative of a person holding a superior position.
- (9) "Employee" means an individual drawing a salary from a municipality, whether elected or not, and any nonsalaried individual performing personal services for any municipality.
- (10) "May" means permissive.
- (11) "Municipality" means the individual cities and towns of the state of Rhode Island.
- (12) "Negotiation" means contracting by either of the methods described in §§ 45-55-6, 45-55-7, and 45-55-8.
- (13) "Person" means any business, individual, organization, or group of individuals.
- (14) "Procurement" means the purchasing, buying, renting, leasing, or otherwise obtaining of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (15) "Purchasing officer" means the person designated in each municipality or quasi public agency pursuant to section 45-55-3.

- (16) "Regulations" means rules and regulations adopted by the individual cities or towns, concerning the implementation of the provisions of this chapter.
- (17) "Services" means the rendering, by a contractor, of its time and effort rather than the furnishing of a specific end product, other than reports which are merely incidental to the required performance of services. "Services" does not include labor contracts with employees of governmental agencies.
- (18) "Shall" means imperative.
- (19) "Supplemental agreement" means any contract modification which is accomplished by the mutual action of the parties.
- (20) "Supplies" means all property, including, but not limited, to leases of real property, printing and insurance, except land or permanent interest in land.

**45-55-5. Competitive sealed bidding.**

(a) Contracts exceeding the amount provided by 45-55-9 shall be awarded by competitive bidding unless they are professional engineering/architectural services pursuant to 45-55-8.1 and it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is practicable shall include whether:

- (1) Specifications can be prepared that permit award on the basis of either the lowest qualified bid price or the lowest qualified evaluated bid price; and
- (2) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.
- (b) The invitation for bids shall state whether award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective measurable criteria to be utilized shall be stated in the invitation for bids, if available.
- (c) Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date stated in the notice for the opening of bids. Notice may include publication in a newspaper of general circulation in the state as determined by the purchasing officer for the municipality not less than seven (7) days nor more than twentyone (21) days before the date set for opening of the bids. The purchasing officer may make a written determination that the twenty-one (21) day limitation needs to be waived. The written determination shall state the reason why the twenty-one (21) day limitation is being waived and shall state the number of days, giving a minimum and maximum, before the date set for the opening of bids when public notice is to be given.
- (4) Bids shall be opened publicly in full view of the public at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and an

abstract made available for public inspection. Subsequent to the awarding of the bid, all documents pertinent to the awarding of the bid shall be made available and open to public inspection and retained in the bid file.

- (5) The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price, or lowest evaluated or responsive bid price.
- (6) Correction or withdrawal of bids may be allowed only to the extent permitted by regulations issued by the purchasing officer.

**45-55-5.1. Business exempt.**

The North Kingstown Bus Contractors Association and the Scituate School Bus Owners Club shall be exempt from the provisions of this chapter.

**45-55-5.2. Town of North Smithfield - Exemption.**

The town of North Smithfield is exempt from the provisions of this chapter with regard to the contracting for fire and rescue services with the Primrose Volunteer Fire Department and/or North Smithfield Fire Department and/or their respective successors and assigns.

**45-55-6. Competitive negotiation.**

- (a) When, under regulations adopted by the city or town council, the purchasing agent determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in 45-55-8, 45-55-9, and 45-55-10 a contract may be awarded by competitive negotiation.
- (b) Adequate public notice of the request for proposals shall be given in the same manner as provided in 45-55-5(c).
- (c) Contracts may be competitively negotiated when it is determined, in writing, by the purchasing agent that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which:
  - (1) Each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
  - (2) The negotiated price is lower than the lowest rejected bid by any competitive bidder; and
  - (3) The negotiated price is the lowest negotiated price offered by a competitive offeror.
- (d) The request for proposals shall indicate the relative importance of price and other evaluation factors.

- (e) Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the municipality taking into consideration price and the evaluation factors set forth in the request for proposals.
- (f) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined, in writing, to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:
  - (1) With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or
  - (2) Where time of delivery or performance will not permit discussions; or
  - (3) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

**45-55-7. Negotiations after unsuccessful competitive sealed bidding.**

- (a) In the event that all bids submitted pursuant to competitive sealed bidding under 45-55-5 result in bid prices in excess of the funds available for the purchase, and the purchasing officer determines in writing:
  - (1) That there are no additional funds available from any source so as to permit an award to the lowest responsive and responsible bidder, and
  - (2) The best interest of the municipality will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in 45-55-5, then a negotiated award may be made as stated in subsection (b) or (c) of this section.
- (b) Where there is more than one bidder, competitive negotiations pursuant to 45-55-6, shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing, to be the lowest responsive and responsible bidders to the competitive sealed bid invitation. Competitive negotiations shall be conducted under the following restrictions:
  - (1) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in the discussions; or
  - (2) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements,

and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible offeror.

- (c) When after competitive sealed bidding, it is determined in writing, that there is only one responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with 45-55-8

**45-55-8. Sole source procurement and emergency procurements.**

- (a) A contract may be awarded for a supply, service, or construction item without competition when, under published regulations, the purchasing officer determines, in writing, that there is only one source for the required supply, service, or construction item.
- (b) Notwithstanding any other provision of this chapter, the purchasing agent may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions as defined in regulations or where the procurement will be in the best interest of the city as established by properly promulgated rules and regulations; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency, and for the selection of the particular contractor, shall be included in the contract file.

**45-55-8.1. Qualification based selection of architects and engineers.**

When the purchasing agent determines that the city or town needs the services of a professional architect or engineer, the purchasing agent shall follow the qualification based selection process for the procurement of architectural and engineering consulting services.

**45-55-9. Small purchases.**

Procurements, not to exceed an aggregate amount of ten thousand dollars (\$10,000) for construction and five thousand dollars (\$5,000) for all other purchases may be made in accordance with small purchase regulations promulgated by the municipality. These amounts shall be increased or decreased annually hereafter at the same rate as the Boston Regional Consumer Price Index. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. A municipality may further reduce the aggregate purchase amount, as provided for in this section by ordinance.

**45-55-10. Cancellation of invitation for bids and requests for proposals.**

An invitation for bids, a request for proposals, or other solicitation may be canceled, or all bids or proposals rejected, if it is determined, in writing, that such action if taken is not in the best interest of the municipality and approved by the chief purchasing officer.

**45-55-11. Responsibilities of bidders and offerors.**

- (1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance with regulations issued by the municipality.

A reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a bidder or offeror to promptly supply information in connection with a reasonable inquiry may be grounds for a determination of nonresponsibility with respect to a bidder or offeror.

- (2) Except as otherwise provided, by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the purchasing department administering the contract without prior written consent of the bidder or offeror.

**45-55-12. Prequalification of contractors - General.**

The municipality may provide for prequalification of suppliers as responsible prospective contractors for particular types of supplies, services, and construction. Municipalities which choose to provide for prequalification of suppliers shall adopt regulations for prequalification in the same manner provided for in the adoption of ordinances in the manner provided for in the legislative or home rule charter of the municipality. Solicitation mailing lists of potential contractors of supplies, services, and construction shall include but need not be limited to prequalified contractors. Prequalification shall not foreclose a written determination:

- (1) Between the time of the bid opening or receipt of offers and the making of an award, that a prequalified supplier is not responsible; or
- (2) That a supplier who is not prequalified at the time of bid opening or receipt of offers is responsible.

**45-55-13. Exclusion of state mandated costs.**

The provisions of 45-13-7 through 45-13-10 do not apply to this section.

**45-55-13.1. Exclusion of multi-cities or towns insurance corporations and cooperative risk management programs.**

The provisions of this chapter shall not apply to entities organized pursuant to section 45-5-20.1. Those entities are exempt from all of the provisions of this chapter .

**45-55-13.2. Exclusion of multi-cities or towns energy aggregation programs.**

The provisions of this chapter do not apply to entities organized for the purpose of negotiating the purchase of electric power pursuant to § 39-3-1.1, or energy or energy related services. Those entities are exempt from all provisions of this chapter.

**45-55-13.3. Exclusion of multi-school district combined purchasing consortia**

The provisions of this chapter do not apply to purchases and contracts entered into by those consortia established pursuant to § 16-2-9.2, and such entities shall be exempt from all provisions of this chapter.

**45-55-14. Staff consultants.**

The procurement of the service of an attorney, physician or dentist by a municipality, is exempt from the provisions of this chapter.

**45-55-15. Severability.**

If any one or more sections, clauses, sentences or parts of this chapter are for any reason be adjudged

unconstitutional or otherwise invalid in any court, that judgment shall not affect, impair or invalidate the remaining provisions of this chapter but shall be confined in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this chapter in any one or more instances or circumstances shall not be taken to affect or prejudice in any way its applicability or validity in any other instance.

**45-55-16. Prohibition against the use of lead based paints.**

When purchasing paint products or contracting or subcontracting for painting, construction, improvement, completion, or repair of any public buildings, public road, public bridge, or public construction, all municipalities, as defined by 45-55-4(11), shall be prohibited from the use of lead based paint.



## **TECHNICAL SPECIFICATIONS**

### **Description**

**Project Scope of Work:** The work to be performed under this contract consists of full-depth reclamation of most roads and asphalt paving or overlay of existing bituminous concrete pavement surfaces on Town roads. The work on this project shall include, but not be limited to all necessary items of work to reclaim, regrade, and overlay all or portions of the aforementioned streets and street segments.

The unit prices given for the units of work on each road segment are intended to include all items of work to place the specified pavement structure. It is intended that the final product of this contract will be a new pavement surface over the entire paved width of the subject roadways. New pavement structures shall be installed to ensure positive drainage of the traveled ways while preventing puddling on public and private property. The prices shall include all labor, materials, and other expenses involved with the performance of the work. Items shall include adjustment of catch basins, adjustment of manholes, adjustment of other utility structures, traffic control, saw cutting, application of tack coat where necessary, placement of asphalt pavement, the placement of rubber manhole safety ramps at raised utility structures and covers, and striping as specified or ordered.

The cost of any items of work incidental to but not specifically listed in the bid shall be included in the listed items. Materials and construction methods and equipment shall conform to all applicable sections of the State of RI Standard Specifications for Road and Bridge Construction, 2010 edition, and any subsequent amendments thereto or as specified herein.

### **DIVISION I GENERAL REQUIREMENTS**

**104.08 MAINTENANCE OF TRAFFIC.** Unless otherwise permitted, the Contractor shall maintain the roads undergoing improvement open to all traffic during the work of the Contract. Where so approved by the Westerly Traffic Advisory Committee and the Westerly Police Department, the Contractor may bypass traffic over an approved detour route. Detours may be employed only if plans for the detours are designed, submitted, reviewed, approved, and implemented only when such plans receive the written approval of the Westerly Police.

Detours of a short-term nature, which may be implemented only during the Contractor's scheduled hours of operation, and which must be removed at the close of the day's operations, shall require a 48-hour advance notice, approval of the Westerly Police, and uniformed police officers to direct traffic. The Contractor shall keep the portion of the project being used by public traffic, whether it be through or local traffic, in a condition that shall safely and adequately accommodate such traffic. The Contractor shall furnish, erect and maintain all

temporary traffic control devices in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest Edition.

The Contractor shall bear all expense of maintaining traffic over the section of road undergoing improvement and/or for Police Details required throughout the course of the project to direct traffic without direct compensation.

**104.09 MAINTENANCE OF PUBLIC ACCESS.** Unless otherwise provided, the Contractor shall maintain existing streets, highways, roads, private walks and sidewalks which may be involved with or impacted by the Project, open for vehicular and/or pedestrian traffic. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings, and intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, and other features as may be necessary, and at its own expense and as directed by the Engineer. With respect to maintaining public access as described above, the Contractor will not be required to remove snow. If the Engineer decides that the interests of the public and/or abutting property owners so require, the Contractor shall construct plank crossings, or other such approved temporary crossings, over trenches in streets, roads, or private ways. All such temporary crossings shall be provided as directed by or approved by the Engineer.

**104.11 FINAL CLEANING-UP.** Prior to any inspections performed subsequent to the Contractor's "Notice of Substantial Completion," all areas occupied by the Contractor in connection with the work shall be cleaned of all rubbish, demolition materials, excess materials, temporary structures, and equipment. All parts of the work shall be left in an acceptable condition. The cost of the final clean-up shall be incidental to other items of work and no separate payment shall be made. The Contractor shall remove its equipment, materials and other obstacles from the project right-of-way and from property adjacent to the project site which is not owned or controlled by the Contractor within ten (10) days after completion of the Project. The Contractor shall clean and remove all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, bituminous materials, dirt, and other foreign materials on or in any structure, curb, gutter, median or gore marker due to its operation.

**104.14 CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Until substantially complete, the Contractor shall be responsible and shall protect all work against injury or damage from all causes whether arising from the execution or the non-execution of the work. At the Contractor's expense, the Contractor shall rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, such as earthquake, tidal wave, tornado, or other cataclysmic phenomenon of nature, or acts of the public enemy. In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the project and shall take such precaution as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and sodded areas

furnished under this Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against damage or injury.

**105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** Work which does not reasonably conform to the requirements of the Contract will be considered unacceptable.

Unacceptable work, whether the result of poor workmanship, use of defective materials, or damage through carelessness, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

Work performed contrary to the instructions of the Engineer; work performed beyond the lines and grades shown on the Plans, or as otherwise provided; or any extra work performed without authority, will be considered as unauthorized work and will not be paid for under the provisions of the Contract.

Work so performed may be ordered removed and/or replaced at the Contractor's expense.

If the Contractor fails to promptly comply with any order of the Engineer made under the provisions of this Subsection, the Engineer is authorized to require unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs incurred thereby from any monies due or to become due the Contractor.

**105.13 MAINTENANCE DURING CONSTRUCTION.** The Contractor shall maintain the work during construction and until the project is substantially complete. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition.

If the Contract requires the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

Cost of maintenance work during construction and before the project is substantially completed is contained within the Contract unit prices of the various pay items and the Contractor will not be paid an additional amount.

**105.14 OPENING SECTIONS OF PROJECT TO TRAFFIC.** Opening of sections of the work to traffic prior to completion of the entire Contract is desirable and necessary from a traffic service standpoint; or may be necessary due to conditions inherent in the work, or by changes in the Contractor's work schedule; or necessary due to conditions or events unforeseen at the time of the Contract award. Such openings to traffic shall be made when ordered by the Town. Under no condition shall the openings constitute acceptance of the work or a waiver of any provisions of the Contract. On any section opened by order of the Town, whether covered in the Contract or not, the Contractor shall not be required to assume any expense in maintaining the road for such traffic. Such expense will be borne by the Department, or compensated for in accordance with **Subsection 109.04; Differing Site Conditions, Changes, Extra Work and Force Account Work.**

If, however, the Contractor is dilatory in completing shoulders, drainage structures, or other

features of the work, the Engineer may notify the Contractor in writing and establish a period of time in which the work should be completed. If the Contractor is dilatory, or fails to make a reasonable effort toward completion in this period of time, the Engineer may order all or a portion of the project opened to traffic. On sections which are so ordered to be opened, the Contractor shall conduct the remainder of the construction operations to cause the least obstruction to traffic. Costs incurred due to the dilatory nature of the Contractor's response to instructions of the Engineer shall be borne solely by the Contractor.

On any section opened to traffic under the above conditions, whether stated in the Contract or opened by necessity of Contractor's operations, or unforeseen necessity, damage to the highway not attributable to traffic that occurs (except slides) shall be repaired at the expense of the Contractor. The removal of slides shall be done by the Contractor on a basis determined by the Engineer prior to removal.

Unless otherwise specified, the Contractor shall schedule pavement removal such that no location shall remain unpaved for longer than ten (10) working days. This means that once the Contractor commences with the removal of existing full depth pavement from any location where traffic flow is to be maintained, he must restore the roadway with no less than a full depth bituminous base course at that particular location within 10 working days, except where otherwise indicated. In the case of partial depth pavement removal (cold planning/milling), the Contractor shall schedule the pavement removal such that no location shall remain without a new bituminous asphalt layer for longer than seven (7) calendar days.

**105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE.** If the Contractor fails to comply with the provisions of **Subsection 105.13; Maintenance During Construction**, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project. The entire cost of this maintenance will be deducted from monies due or to become due the Contractor.

#### **105.17 ACCEPTANCE.**

**a. Partial Acceptance.** When the Contractor substantially completes a unit or portion of the work in accordance with the definition contained in **Subsection 101.71; Substantial Completion**, the Contractor may request an inspection of that unit or portion of the project. The Engineer's inspection shall disclose the following:

1. Work not started, but required to be completed.
2. Incomplete work, the completion of which is required.
3. Unsatisfactory work, the correction of which is required.

The Engineer shall provide the Contractor with a report containing the results of this inspection along with instruction for completing the construction of the unit or portion of the work under consideration. The Contractor shall immediately comply with these instructions. Upon completing and correcting the work, the Contractor may request another inspection.

If, upon completion of this second inspection, the Engineer finds that the unit or portion of the work has been satisfactorily completed in compliance with the Contract, the Engineer may accept that unit or portion of the work as physically completed, and the Contractor may be relieved of further responsibility for such unit or portion of the work, provided that the Contractor agrees to deliver full documentation, certificates and proofs of compliance for said work during final acceptance.

If, however, during this second inspection the Engineer finds any incomplete or unsatisfactory

work, no partial acceptance will be granted, and acceptance of the unit or portion of the work must await the final acceptance of the entire project.

Partial acceptance shall not void or alter any of the terms or provisions of the Contract.

**b. Final Acceptance.** Final acceptance of the project will be made by the Engineer on behalf of the State when the Contractor has completed the project in full accordance with the definition contained in **Subsection 101.09; Completion**. The procedure for obtaining final acceptance follows:

1. When the Contractor determines that the work of the Contract is substantially completed in accordance with the definition of **Subsection 12.101.71; Substantial Completion**, the Contractor shall notify the Engineer of this fact.
2. Within 30 calendar days of the Contractor's official notice, the Engineer will schedule a time and date for an inspection.
3. The Engineer's inspection shall take place at the time and date established in subparagraph (2), above.
4. Within 60 calendar days of the inspection, the Engineer will notify the Contractor, in writing, as to the following:
  - (a) Any outstanding work items that remain to be completed.
  - (b) (b) Any unsatisfactory work that must be corrected.
  - (c) (c) The required submission of any and all executed documents, certificates, or proofs of
  - (d) compliance as required by the Contract.
  - (e) Subparagraphs (a), (b), and (c), above, constitute the Engineer's so-called, "punch list."

5. The Contractor shall complete the work, correct unsatisfactory work, submit the required documents, and comply with all directions contained in the Engineer's "punch list" within 60 calendar days of the date of the Engineer's transmittal to the Contractor of said "punch list" except that;

If, during the progression of these 60 calendar days for the Contractor to complete the work, the date of December 15th is encountered, said progression of days shall stop, and shall not again be resumed until the date of the following April 15th is encountered, the intervening 120 days being designated as winter "shut down" time.

6. At the conclusion of the 60 calendar days for the Contractor to complete the work, the progression of which is defined above, the Engineer shall make another inspection of the work. If the Engineer determines that the work of the Contract has been satisfactorily completed in full accordance with **Subsection 101.09; Completion**, such inspection shall constitute the Final Inspection. In such event, the Engineer will make final acceptance of the project on behalf of the State and shall notify the Contractor in writing of this acceptance as of the date of the aforementioned Final Inspection.

If, however, this second inspection discloses that work remains to be completed, unsatisfactory work remains to be corrected, and documents remain to be submitted, the process will revert to that of **Para. b.4**, above, and proceed accordingly; with the additional stipulation that liquidated damages will commence on the date of the second inspection and will remain in effect until final acceptance is subsequently achieved, all as hereinafter provided for in **Subsection 108.08; Failure to Complete on Time**.

**105.21 WORK ZONE SAFETY.** The Contractor is responsible for the setup, operation, maintenance, inspection, movement and/or breakdown of temporary traffic control devices. Such devices may only be employed with the approval of the Westerly Police Department. The contractor shall submit a plan of proposed work zone safety devices drafted by an individual who has been trained in Work Zone Safety & Mobility. Evidence of the contractor's ability to submit such plans must be submitted with the bid.

## **ADDITIONAL STREET CLOSINGS REQUIREMENTS FOR CONSTRUCTION ACTIVITIES**

### **FULL CLOSING OF STREETS**

To ensure the safe, efficient use of the public ways in the Town of Westerly, a Detour Plan shall be submitted for review and approval by the Police Department.

The Applicant shall be responsible to place and remove signs indicating the detour route in a timely manner. Physical closing of any public way requires the approval of the Westerly Police Department and the applicant shall be responsible to obtain this approval.

So as to minimize the disturbance to traffic flow, Westerly PD may issue a permit with limits as to the time of day or days of the week when the work can be performed. Failure to comply with any time restrictions, or any other stipulation of a permit, may be cause for revocation of the permit and restrictions on future permits.

### **PARTIAL STREET CLOSURES**

Should the activity require the closing of a portion of the public way, including sidewalks, shoulders or single lanes, a plan for temporary traffic controls shall be submitted for review and approval. The plan shall be prepared in accordance with the guidelines of the Manual of Uniform Traffic Control Devices.

The Applicant shall be responsible to place and remove all signs in a timely manner.

Personnel needed to control the flow of traffic through a construction area shall be uniformed police detail officers. The Applicant is responsible for coordinating police details. Should the use of flaggers be permitted, they shall be properly attired in safety apparel and adequately trained in the use of hand-signaling devices.

### **INTERFERENCE WITH BICYCLE ROUTES OR PEDESTRIAN MOVEMENTS**

When a designated bicycle route in the Town is impacted by either a full street closing or partial closing, temporary signs designating an alternative route for bicyclists shall be placed by the Applicant, in accordance with an approved plan.

When it is necessary to close a sidewalk for an extended period in areas of heavy pedestrian use, the Applicant shall erect signs indicating the sidewalk is closed.

## **105.22 SPECIFIC SEQUENCES OF WORK**

In areas where the Crosswalk is to be Reconstructed, the Roadway is to be resurfaced within twenty-four (24) hours after the original pavement surface is removed.

Work on temporary pavement stripes shall commence within twenty four hours after street has been resurfaced. If markings do not begin at this time, this could be cause for suspending work operations until temporary pavement striping is put into effect. Permanent striping should be arranged within 30 days of pavement completion.

### **105.23 COORDINATE WITH UTILITY COMPANIES**

The Contractor shall notify the affected Utility companies at least fourteen (14) calendar days prior to commencing work in the location of the respective utility.

The purpose of this advanced notification is to allow the utility company ample time to adjust, reconstruct or reset utility features within the influence of the Work of the roadways and sidewalks scheduled for construction.

### **105.25 SAFETY AND SECURITY**

The Contractor shall provide SAFETY AND SECURITY MEASURES for all excavations at all times and for cement work which will otherwise be unattended during cure time. All work damaged during this cure time shall be removed and reconstructed at the Contractor's expense.

### **105.26 DISPOSAL OF MATERIAL**

The disposal of any excess or unsuitable material including earth, pavement, debris from demolished structures of all types, vegetative matter and any other material either found on the work site or brought to the site by the contractor or subcontractors will be in accordance with all applicable local, State and Federal laws.

Disposal of reclaimed asphalt material will be as directed by the Town of Westerly.

Disposal will be performed by the Contractor at no additional cost to the Town. Under these procedures, the Contractor retains all responsibilities and liabilities under Town, State and Federal laws for violations resulting from disposal of material from the project and will defend and hold the Town harmless there from. Removal and disposal of the Asbestos Cement materials shall be according to all current Town, State and Federal regulations.

### **1.05.27 "DIG SAFE" LAW**

Contractors are required by Rhode Island State Law to first call Dig Safe at 811 or 1-888-DIG-SAFE (1-888-344-7233). Within 72 hours, excluding Saturdays, Sundays, and holidays, of the call to Dig Safe, participating utilities will mark the utilities.

Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work.

The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract.

**In particular, downtown Westerly has underground street light wiring as well as private basement accesses to adjacent buildings which would not be marked but must be located and protected by the Contractor.**

### **105.29 PROGRESS MEETINGS**

The Engineer may schedule and administer progress meetings and specially called meetings throughout the duration of the Work at regular intervals.

The time and location of such meetings shall be designated by the Engineer and be convenient for all parties involved.

The Engineer will, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants, and those affected by decisions made.

### **105.30 CONTRACTORS WORKING HOURS**

No work shall be done at night or on Saturdays, or Sundays or holidays without the prior written approval of the Town. The Town's Noise Ordinance restricts construction to the hours of 7:00 a.m. and 9:00 p.m. However, all work within the Town right-of-way may only take place between the hours of sunrise and sunset on any given day. Such restrictions shall not be the basis for damages or claims against the Town. A waiver of these restrictions may be granted by the Town only if traffic or other extenuating circumstances warrant, and only with the written approval of the Town Manager.

The Contractor's attention is also directed to the fact that it may be deemed necessary to perform various items of work during off-peak traffic hours, during earlier morning or later evening hours. The Contractor shall not be entitled to any additional compensation from the Town for any expenses including premiums on labor that may be incurred by change of working hours and/or scheduling.

### **105.31 DRIVEWAYS**

The Contractor shall not begin work on any driveway until the Owner and occupants have

been notified and accommodations have been made.

The Contractor will coordinate the schedule of driveway work.

**106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** Materials used on the work shall meet all quality requirements of the Contract. The Contractor shall notify the Engineer of the proposed sources of materials prior to delivery. At the option of the Engineer, materials may be approved at the source of supply before delivery is started. If, after trial, it is found that sources of supply which have been approved do not produce a reasonably uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other sources. All materials shall be new unless otherwise specified in the Contract.

No material which, after approval, has become unfit for use shall be employed in the work. The Owner reserves the right to retest all materials which have been previously tested and accepted at the source of supply and delivered to the site. However, prior to incorporation into the work the Owner may reject all such materials which, when retested, do not reasonably meet the requirements of these Specifications, or those established for the specific project.

**106.06 STORAGE OF MATERIALS.** Materials shall be stored to insure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection.

Storage sites shall be restored to their original condition at the sole expense of the Contractor. All space required for storage shall be provided at the Contractor's expense. Private property shall not be used for storage purposes without written permission of the owner or lessee. If requested by the Engineer, copies of such written permission shall be furnished by the Contractor.

The Contractor shall comply with all Federal, State and local statutes and/or ordinances in reference to the storage of materials, and shall be liable for all damages arising from the violation thereof.

No portion of the shoulders and sidewalks may be used for storage of construction equipment and/or material except in the immediate vicinity of each day's work zone. Materials storage shall not impede the progress of vehicular or pedestrian traffic.

**107.07 SANITARY, HEALTH AND SAFETY PROVISIONS.** The Contractor shall observe rules and regulations of Federal, State and local health officials. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to health or safety.

The Contractor shall admit without delay and without the presentation of an inspection warrant, any inspector of the Occupational Safety and Health Administration or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

**107.08 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall conduct the work to assure the least possible obstruction to traffic. The safety and convenience of both the general public and the residents along and adjacent to the highway, as well as the protection of persons and property, shall be provided by the Contractor. The Contractor shall comply with the safety provisions of all laws, rules, codes, and regulations applicable to the type of work being performed. The Engineer will suspend the work of the Contract if the Contractor fails either to comply with said safety provisions or provide adequate protection for inspection of the work by the Engineer or his/her authorized representatives.

**a. Accident Reports.** The Contractor shall furnish the Engineer with two copies of a report of any accident occurring on the Project that involves:

1. Personal injury requiring treatment by a physician.
2. Loss of time on the job.
3. Public liability or property damage.

Accident reports shall be submitted on forms acceptable to the Engineer.

**107.09 BARRICADES AND WARNING SIGNS.** The Contractor shall provide, erect, and maintain all necessary barriers, barricades, lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and the safety of the public.

Highways or bridges closed to traffic shall be protected by effective barricades. Suitable warning Signs, detour signs, and protective devices shall be provided to properly control and direct traffic. Barricades, warning signs, lights, temporary signals, and other protective devices must conform with the Manual on Uniform Traffic Control Devices.

**107.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location. The Contractor shall not move such monuments and marks until so directed.

The Contractor shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either the Contractor's or its subcontractors' manner or method of executing the work, or in consequence of the non-execution thereof. Furthermore, the Contractor shall be responsible for all such damage due to defective materials. The Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring.

Should the Contractor enter into, either directly or indirectly, an agreement with a property owner within the project limits, the Contractor must first obtain the signature of the property owner to be provided by the Town. This document explains that the State is not a party to the agreement between the Contractor and the property owner and must be signed by the property owner and returned to the Resident Engineer. If the agreement affects or changes the design of the roadway, the Contractor must first submit these modifications, via shop drawings, to the Chief Engineer for approval.

**107.13 RESPONSIBILITY FOR DAMAGE CLAIMS.**

**a. Indemnification.** The Contractor shall defend, indemnify and hold harmless the State, the Department, its officers and employees, from any and all suits, actions, claims, losses, expenses, damages and any and all other liabilities of any character resulting in any injuries or damage to any person, entities, or property arising out of (or which may be claimed to arise out of) any act and/or omission of the Contractor or its subcontractors, in performance of work covered by the Contract, and/or in consequence of any neglect in safeguarding the work; and/or through use of unacceptable materials in constructing the work; and/or because of any neglect, or misconduct of the Contractor; and/or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; and/or from any claims or amounts arising out of or recovered under the Workers' Compensation Act, or any other law, ordinance, order, or decree. The State may retain for its exclusive use, without recourse by the Contractor or anyone claiming under the Contractor, any and all amounts due the Contractor as provided under the Contract Documents to assure the Contractor's compliance with this Section. In the event no money is due or the retained sums are insufficient to fully indemnify the State hereunder, the Surety shall be held liable with the Contractor until this Section is complied with in full;

except that money due the Contractor will not be withheld when satisfactory evidence is produced that the Contractor is adequately protected by public liability and property damage insurance, the insurer has been given proper, timely notice of any claims arising from the work performed by the Contractor pursuant to the Contract, and the insurer has assumed defense of the claim. The Contractor shall provide written confirmation satisfactory to the Department that all such actions have been properly addressed prior to final payment under **Subsection 109.09**. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

**b. Liability Insurance.** The Contractor shall procure and maintain at the Contractor's own expense, until final acceptance of Contract, insurance coverage for damages assumed by Contract or imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all operations performed under the Contract, whether by the Contractor or by subcontractors. Before commencing the work, the Contractor shall furnish certificates of insurance in the form satisfactory to the Town certifying that the policies will not be changed or canceled until 30-days written notice has been given to the Town. Insurance shall meet the limits specified in Item 9 of Instructions to Bidders.

**108.04 LIMITATION OF OPERATIONS.** The Contractor shall conduct the work to assure the least interference with traffic. The Contractor shall have due regard to the location of detours and to the provisions for handling traffic. The Contractor shall not open up work to the prejudice or detriment of work already started or completed. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

**108.05 CHARACTER OF WORKERS.** The Contractor shall employ sufficient labor, supervision, and equipment for prosecuting the several classes of work to full completion in the manner and time required by the Contract.

All workers shall have sufficient skill and experience to properly perform the work. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to satisfactorily perform such work. Any person who does not perform the work in a proper and skillful manner shall be removed by the Contractor.

**109.01 MEASUREMENT OF QUANTITIES.** Work completed under the Contract will be measured by the Engineer according to standard units of measure, as specified on the bid form.

Longitudinal measurements for area computations will be made horizontally, transverse measurements for area computations will be the neat dimensions specified for each area.

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

If the Contractor files a claim in accordance with Contract requirements, it shall be submitted in

writing in sufficient detail to enable the Engineer to ascertain the basis and amount of such claim. Upon final adjudication of the claim, any additional payment determined to be due the Contractor will be placed on a supplemental estimate and processed for payment.

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

**SECTION 406  
COLD RECYCLED BASE COURSE  
(PAVEMENT REHABILITATION/RECYCLING)**

**406.01 DESCRIPTION.** This work consists of the rehabilitation of an existing pavement structure into a processed asphalt stabilized base (recycled) course. The existing pavement is to be mixed with a specified depth of the existing gravel base. This mixture of pavement and gravel is to be processed, reshaped, rolled, compacted and fine graded, all in accordance with these Specifications.

**406.01.1 Remaining Gravel Base.** The remaining gravel base and/or subgrade may be modified to properly accommodate the processed asphalt stabilized base course. Any movement of the existing recyclable materials to allow for these modifications is included in this bid item.

**406.02 MATERIALS.** The processed asphalt stabilized base material shall conform to the gradation requirements of either Gradation "A" or Gradation "B," whichever is specified in the Contract.

**Gradation "A" Gradation "B"**

**Sieve Designation % Passing by Weight % Passing by Weight**

3" 100 100

2½" 80-100 100

1½" 70-100 70-100

¾" 50-85 50-95

NO. 4 30-55 30-75

NO. 50 8-24 8-30

NO. 200 2-12 3-12

If additional aggregate is needed, the Contractor may be directed to add material from an outside source. However, scarified pavement and gravel fines must be mixed together and thoroughly worked and/or reworked as described herein.

Additional gravel shall conform to the requirements for Gravel Borrow as set forth in

**Subsection M.01.09, Table I, Column I**, of these Specifications.

**406.03 CONSTRUCTION METHODS.**

**406.03.1 Equipment.** The Contractor has the option to utilize whatever equipment can effectively pulverize, crush, mix and/or blend the recyclable materials to specification.

**406.03.2 Procedure.** Prior to the start of Pavement "Rehabilitation/Recycling" all water and gas gates are to be lowered to a minimum depth of one foot from proposed finish grade. All

manholes and catch basin frames, grates and covers are to be removed. The structures are to be covered with a temporary cover which shall overhang the pavement opening by a minimum of one foot on all sides of adequate strength to accommodate truck and construction equipment loadings. The voids remaining after utility gates or drainage structures are lowered are to be filled with gravel borrow material conforming to the requirements of **Table I, Column I** of **Subsection**

**M.01.09** of these Specifications. The existing pavement is to be scarified and mixed with gravel from the roadway structure.

Water and calcium shall be added to insure optimum moisture content at the time of compaction. They shall be applied at the rate of 0.25 pounds of calcium chloride per gallon of water per square yard of recycled pavement area. The mixing formula may be modified by the Engineer to compensate for temperature, humidity, weather and/or density determinations.

Any required modifications to the remaining gravel base and/or subgrade such as but not limited to cuts, fills, grade realignment and the removal of unsuitable materials will be made

before spreading the asphalt stabilized base material. Existing utility gates, manholes and catch basins, gate box and manhole frame and cover replacement are to be adjusted to finish grade.

The thickness of the processed asphalt stabilized (recycled) base course will be graded to the specified cross section grades or as directed by the Engineer and compacted to a uniform density of not less than 95 percent of maximum density as determined by AASHTO T180, Method D.

The restored cross section shall be thoroughly compacted to a dense consolidated mass by rolling with an approved roller capable of producing the specified density. The required density will be measured by a Nuclear Density Gauge.

The processed asphalt stabilized base shall be tested for smoothness and accuracy of grade and if any portions are found to lack required smoothness or accuracy such portions shall be re-scarified, reshaped, recompact, and otherwise manipulated as the Engineer may direct until the required smoothness and accuracy are obtained. The finished surface shall have a tolerance of ½ inch plus or minus to the grades shown on the Plans or as directed.

It is the responsibility of the Contractor to ensure that the equipment/construction methods they intend to use are capable of complying with project specifications.

**406.04 METHOD OF MEASUREMENT.** "Cold Recycled Base Course" will be measured by the number of square yards of material actually placed in accordance with the Plans and/or as directed by the Engineer.

**406.05 BASIS OF PAYMENT.** The accepted quantity of "Cold Recycled Base Course" will be paid for at the contract unit price per square yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, equipment, and materials, including scarifying, mixing, pulverizing, spreading, reshaping, regrading, rolling, compacting, fine grading, any loading, hauling or other handling of recyclable materials, all costs incurred resulting from the Contractor's choice to process materials off-site, costs resulting from moving processed materials to allow for modifications to the remaining gravel base and/or subgrade, the removal and disposal of unsuitable materials, the movement of surplus asphalt stabilized base material from one location to another within the project limits, all material, placement and subsequent removal of temporary covers and structures, and all other incidentals required to finish the work, complete and accepted by the Engineer.

**406.05.1 Other Operations and Materials.** The following work operations and materials may be necessary to properly complete the work as specified above. When required, they will be measured and compensated for under appropriate bid items as follows:

Cut and Match Asphalt Pavement.

Reconstruct Catch Basin.

Adjust Water and Gas Gates.

Borrow Subbase (to adjust the gravel base and/or subgrade or to replace unsuitable materials).

Adjust Catch Basins or Manholes to Grade.

### **204.01 TRIMMING AND FINE GRADING**

This work consists of the trimming and fine grading of all roadways and subgrade. The work also includes the compaction of the surface upon which the asphalt shall be placed. All such work shall be to the dimensions and details indicated on the Details or as directed by the Engineer, all in accordance with these Specifications.

The areas to be graded shall be cleared of unsatisfactory material and shall then be compacted within the areas of the proposed work.

A tolerance of a maximum of 1/2 inch, plus or minus, shall be allowed, provided that this plus or minus deviation from grade shall not continue for more than 10 feet in any direction. Any depressions which may occur during compaction shall then be filled with additional suitable material. The surface shall then be regraded and compacted true to the lines and grades, as required. The subgrade shall be graded and compacted to 95 percent of maximum density.

No separate payment shall be made for this aspect of the work.

### **209.01 STORM DRAIN PROTECTION**

This work consists of the provision of temporary storm drain protection facilities for any and all storm drains which may receive sediment from runoff from the project area during the progress of the work. Storm drain protection facilities shall be Siltsack or equal catch basin filter. Contractor must remove storm drain protection facilities upon the completion of the project.

No separate payment shall be made for this aspect of the work.

### **302.01. PROCESSED GRAVEL BASE COURSE**

This work consists of providing processed gravel on prepared subgrade surfaces in reasonably close conformity with the dimensions and details indicated on the Plans. Gravel Borrow shall meet the requirements of **Subsection M.01.09; Gradation of Aggregates, Table I, Column Ib** of the Standard Specifications.

**METHOD OF MEASUREMENT.** "Processed Gravel Borrow Base Course" will be measured by the number of tons actually placed as directed by the Engineer.

**BASIS OF PAYMENT.** The accepted quantity of "Gravel Borrow Subbase Course" will be paid for at the contract unit price per ton as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, and all other incidentals, including trimming and fine grading required to finish the work, complete and accepted by the Engineer.

Because of the volume of reclaimed material that will be produced during this project, it is very unlikely that any processed gravel will need to be provided.

### **932.9901 SAWCUTTING PAVEMENT AND SIDEWALK**

**DESCRIPTION.** This work shall consist of sawcutting both Portland cement concrete and bituminous concrete pavements and sidewalks to the required depths at the locations indicated in the Contract Documents or as directed by the Engineer, all in accordance with these Specifications.

**MATERIALS.** Not applicable.

**CONSTRUCTION METHODS.** The method of cutting shall be approved by the Engineer prior to the commencement of construction operations. The sections of existing pavement to be removed, surface course, base course, or combination thereof, shall be cut along the neat lines indicated in the Contract Documents or as directed by the Engineer. A vertical cut of at least 2 1/2-inches deep or to the depth of the concrete, whichever is greater, shall be made along the designated lines. Jackhammering of sawcut lines will not be accepted.

The pavement to be removed shall then be chipped and removed. The edge of the cut joint shall be thoroughly cleaned by sweeping and blowing with compressed air. The clean edge shall then be protected by adequate measures until the new pavement or sidewalk is placed and matched thereto. Work under this item includes cleaning the area and disposal of all debris.

Any existing pavement or sidewalk, surface course, base course, or combination thereof, beyond the neat lines called for on the Plans that is damaged or destroyed by the Contractor's operations shall be either repaired or replaced at no additional cost to the Owner.

**METHOD OF MEASUREMENT.** "Sawcutting Pavement and Sidewalk" will be measured by the length in linear feet of cuts actually made on designated courses of pavement or sidewalks as indicated in the contract details or as directed by the Engineer.

**BASIS OF PAYMENT.** The accepted quantities of "Sawcutting Pavement and Sidewalk" will be paid for at the contract unit price per linear foot as listed in the Proposal under the item for **Cutting and Matching**. The price so-stated constitute full and complete compensation for all labor, materials and equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

### **99.0037 POLICE DETAILS**

**DESCRIPTION:** This item consists of local uniformed police details as required for the purpose of traffic and pedestrian control through and around work zones.

**METHODS:** The contractor is responsible for the scheduling of police details. The contractor shall inquire of the Westerly PD as to the number and time frame of police details required prior to scheduling. The Westerly Engineering Department will receive invoices for the police details associated with the project directly from the police department and will pay the police department directly, for days when the contractor is actively working on the project. Failure to cancel details which results in billing will be the financial responsibility of the contractor.

**MEASUREMENT:** The amount of **POLICE DETAILS** for the bid will be billed directly to the Town of Westerly Engineering Dept, 68 White Rock Road. The Town will pay invoices for Police Details to Westerly and surrounding communities as they are received. Only invoices for days when work was performed will be paid. Failure by the contractor to cancel details for any reason will result in the invoice

being the responsibility of the Contractor, not the Town. Details required due to impassible road conditions resulting outside of normal work hours, whether due to weather or improper workmanship shall be the financial responsibility of the Contractor.

**BASIS OF PAYMENT:** The contractor must pay all of their detail billings prior to the Town processing Final Payment.

### **999.0002 EMERGENCY NO PARKING SIGNS AT WORK ZONES**

**DESCRIPTION:** This item consists of providing, installing, and removing temporary Emergency No Parking Signs at work zones prior to the beginning of and at the end of each workday.

**CONSTRUCTION METHODS:** The contractor shall obtain approval from the Westerly Police Department as to the number and time frame of posting temporary Emergency No Parking Signs prior to scheduling.

**METHODS OF MEASUREMENT:** Emergency No Parking signs will not be quantified by the Town.  
**BASIS OF PAYMENT:** No additional payment will be made to the contractor for the temporary use of Emergency No Parking signs.

## **SECTION T.20 PAVEMENT MARKINGS**

**T.20.01 DESCRIPTION.** This work consists of furnishing and applying and/or removing the following items of pavement marking, at the width, and locations indicated on the Plans, all in accordance with these Specifications.

- c. Epoxy resin pavement markings.
- f. Temporary fast drying waterborne pavement markings.

**T.20.02 MATERIALS.** Composition, binder, pigments, thermoplastic compound pavement marking material, reflective glass spheres, and epoxy resin marking material shall conform to the applicable requirements of **SECTION M.17; PAVEMENT MARKINGS**, of the RIDOT Specifications.

### **T.20.03 CONSTRUCTION METHODS.**

Adhere to Section T20.03 of the RIDOT Specifications

## **Structures Adjusted to Grade**

This item shall consist of removing manhole and catch basin casting and adjusting each to finished grade. The work will consist of mortaring and fixing the catch basin and manhole tops so that they may not be moved by the flow of everyday traffic. The structures will be backfilled with any excavated material and compacted with a vibratory plate. A traffic protection device equipped with a flashing light shall be placed on top of each structure unless the contractor places rubber manhole safety ramps at raised structures until after the placement of the finish course of pavement.

Adjusting rings or risers of a suitable material and design may be utilized if preapproved by the Town and installed to the manufacturer's specifications.

Payment for this Item shall be the unit price bid for each structure adjusted in accordance to these specifications.

## **Reconstruct Catch Basins and Manholes**

This item shall consist of reconstructing existing catch basins and manholes (mostly deteriorated cone sections) as directed by the Engineer, in accordance with RIDOT Section 704 and in compliance with RIDOT standard details 3.4.0 through 3.4.3. Payment will be by the vertical foot, minus 1' which is already included in the item for Structures Adjusted to Grade.

### **Replace Sanitary Sewer Manhole Frame and Cover**

Under this contract, the contractor will remove all existing sewer manhole frames and covers on the project streets, deliver these used frames and covers to the Utility Division at 68 White Rock Road, and provide and install new sewer manhole frames and covers in accordance with the details provided. Contractor must submit shop drawings for approval to the Assistant Director of Public Works for Utilities prior to purchase of these materials.

### **Replace Water Gate Boxes**

Under this contract, the contractor will remove all existing water gate boxes on the project streets, deliver these used gate boxes and covers to the Utility Division at 68 White Rock Road, and provide and install new water gate boxes and covers in accordance with the details provided. Contractor must submit shop drawings for approval to the Assistant Director of Public Works for Utilities prior to purchase of these materials.

### **Gas and water box adjustments**

This item shall consist of adjusting and setting the utility boxes to finish grade. Adjusting rings or risers of a suitable material and design may be utilized if preapproved by the Town and installed to the manufacturer's specifications. All adjustments of the appurtenances shall be with the consent and to the specifications of the respective utility authority.

Payment for this Item shall be the unit price bid for each box adjusted in accordance to these specifications.

### **Bituminous Base Course**

Under this item, the Contractor shall furnish all labor, equipment, materials, and services necessary to furnish and install an asphalt pavement base or leveling course as necessary and as ordered by the Engineer.

Base course asphalt shall be sufficiently thick after compaction to ensure the stability of the surface course and to obtain a uniform cross section of the road and compacted depth shall be directed by the Engineer prior to placement by the Contractor for the various street/road segments under this contract.

Bituminous concrete materials, construction methods and equipment shall conform to Sections 400, 401, 402 and M.03 of the State of RI Standard Specifications for Road and Bridge Construction, 2010 edition, and any subsequent amendments thereto or as specified herein.

This item includes the preparation of the existing roadway to accept the leveling course of asphalt including any necessary sweeping or minor excavation to remove any loose materials.

Payment for this Item shall be the unit price bid per ton of asphalt placed in accordance with the specifications, measured as delivered and in place.

### **Bituminous Surface Course**

Under this item, the Contractor shall furnish all labor, equipment, materials, and services necessary to furnish and install the asphalt pavement surface course as specified herein or as ordered by the Engineer.

Surface course asphalt shall be 1.5" thick after proper compaction or as directed by the Engineer for the various street/road segments under this contract.

Bituminous concrete materials, construction methods and equipment shall conform to Sections 400, 401, 402 and M.03 of the State of RI Standard Specifications for Road and Bridge Construction, 2010 edition, and any subsequent amendments thereto or as specified herein.

New pavement shall be installed with a cut and match at all abutting pavement surfaces to ensure a smooth transition. The cost thereof shall be included in the bid price for this item.

This item also includes the restoration of all disturbed asphalt driveways to a condition at least equal to that prior to this construction. All driveways shall be saw cut and the new pavement matched to the saw cut edge. No interruption of existing drainage shall be a result of this project and all driveway transitions shall be graded to avoid puddling of water. Contractor shall be required to provide smooth transitions at driveway entrances and while creating or matching driveway aprons.

Payment for this Item shall be the unit price bid per ton of asphalt placed in accordance with the specifications, measured as delivered in place.

### **Bituminous Concrete Curbing (CAPE COD BERM)**

Under this item, the Contractor shall furnish all labor, equipment, materials, and services necessary to furnish and install the bituminous concrete curbing types as specified herein or as ordered and directed by the Engineer.

Bituminous concrete curbing shall be installed at the locations, to the lines and grades directed by the Engineer in accordance with the typical details provided within these specifications.

Bituminous concrete materials for various bituminous curbing types, shall conform to Sections 400, 401, 402, M.03, and M.09 of the State of RI Standard Specifications for Road and Bridge Construction, 2010 edition, and any subsequent amendments thereto or as specified herein.

This item also includes the removal & disposal of existing degraded bituminous concrete curbing section, preparation of locations to receive new curb segments, installation of tack coat (where required), shoulder grading and incidental prep work prior to placement of various bituminous curbing types. This item also includes furnishing and installing new bituminous curb segments as directed by the Engineer.

Payment for this Item shall be the unit price bid per linear foot of various types of bituminous curbing installed in accordance with the specifications, measured as delivered in place.

## **Asphalt Emulsion Tack Coat**

This item consists of furnishing, delivering, and placing a liquid asphalt emulsion tack coat on bituminous concrete prior to the placement of bituminous overlay, all in accordance with these specifications. The asphalt emulsion shall be type SS-1, SS-1h, CSS-1, or CSS-1h.

Application of the asphalt emulsion tack coat shall be by means of a pressure distributor capable of producing a uniform continuous fine spray through multiple nozzles resulting in a uniform continuous coat of asphalt emulsion over the section to be overlaid. Any puddles of tack coat must be squeegeed or broomed out.

Application Rates. The asphalt emulsion shall be applied at the following rates over the entire area to be overlaid:

1. Old Pavement: The application rate shall be 0.05 gallons per square yard, plus-or-minus 0.02 gallons per square yard.
2. New Pavement:
  - a. Thirty days old or has been opened to traffic: The application rate shall be 0.05 gallons per square yard. Emulsion shall be applied to leveling courses if opened to traffic prior to placement of surface course.
  - b. Less than thirty days old and has not been opened to traffic: Tack coat is not required.

Additional requirements. Special care shall be taken at all areas to insure that asphalt emulsion is not sprayed or tracked onto manhole covers or gate valve covers. This shall be accomplished by placing a cover over the manhole or gate valve covers, anchored in place so as to prevent any displacement.

Payment for this Item shall be the unit price bid for each gallon of asphalt emulsion tack coat placed.

## **REMOVING BITUMINOUS PAVEMENT BY COLD PLANING**

**DESCRIPTION.** This work consists of the removal of bituminous material using cold planing or grinding methods to a depth as specified on the Plans or as directed in the field by the Engineer, all in accordance with Section 935 of the latest RIDOT Standard Specifications for Road and Bridge Construction.

**MATERIALS.** Not applicable.

### **CONSTRUCTION METHODS.**

**Equipment.** The equipment for removing the bituminous pavement shall be a power operated planing machine or grinder capable of removing a layer of bituminous material. The equipment shall be capable of accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control, and shall have a positive means for removing excess material from the surface and preventing any dust resulting from the operation from escaping into the air. The equipment furnished by the Contractor shall be in good repair and shall be maintained so as to produce a clean cut to the pavement at all times.

**Dust Control.** Dust control shall be provided on an as-needed basis through periodic sweeping, use of water and/or calcium chloride. Best Management Practices for erosion and sedimentation control shall be applied.

**Cold Planing.** The planed surface shall conform generally to the grade and cross slope required and be free from being torn, gouged, shoved, broken or excessively grooved. The surface shall be free of imperfections of workmanship that will prevent the surface from being resurfaced with new pavement following this operation. Surface texture shall be rough grooved or as specified by the Engineer, and in all cases shall be acceptable to traffic in the event resurfacing is delayed. No asphalt cuttings shall remain on the project at the end of each work day. Asphalt cuttings shall be removed and legally disposed of by the Contractor. Care shall be exercised in planing adjacent to roadway joints, roadway appurtenances and face of curbing.

**METHOD OF MEASUREMENT.** "Removing Bituminous Pavement by Cold Planing" will be measured by the number of square yards of said pavement actually removed in accordance with the Plans and/or as directed by the Engineer.

**BASIS OF PAYMENT.** The accepted quantity of "Removing Bituminous Pavement by Cold Planing" will be paid for at the contract unit price per square yard as listed in the Bid Proposal Form. The price so-stated constitutes full and complete compensation for all labor, materials and equipment, and all other incidentals required to finish the work complete and accepted by the Engineer.

## LOAM AND SEEDING

Description. The Contractor shall place topsoil over depressed or disturbed areas adjacent to disturbed road and driveway edges up to and level with the top of the new asphalt curb or berm (six (6) inches immediately behind bituminous lip curbing) and fertilize, seed, mulch and maintain such areas until the completion and acceptance of the entire work of the contract. Areas where loam and seed shall be placed will be designated at the discretion and direction of the Engineer. Seeding shall be performed only during the approved planting seasons; between April 1 and June 15 or between August 15 and October 31.

**MATERIALS – LOAM:** The material to be furnished shall consist of screened, loose, friable, fine sandy loam or sandy loam free of subsoil, refuse, stumps, roots, rocks, cobbles, stones, brush, noxious weeds, litter and other materials which are larger than 1-inch in any dimension and which will prevent the formation of a suitable seed bed. Organic matter shall constitute not less than 5-percent or more than 20-percent of the loam as determined by loss-on-ignition of oven dried samples that have been drawn by the Engineer, unless otherwise specified or directed. The loam shall have an acidity range of 5.5 pH to 7.6 pH. The Contractor shall notify the Town of Westerly of the intended source of loam to be employed at least two weeks prior to the intended time of use to allow time for sampling.

**FERTILIZER & SEED:** Following placement of the topsoil, an approved chemical fertilizer shall be applied at the rate of one (1) pound for each twenty-five (25) square feet and raked in thoroughly. After the area has been fertilized, grass seed shall be sown at the rate of one (1) pound for each two hundred (200) square feet. The grass seed shall be of high grade commercial stock consisting of an acceptable mixture of domestic rye grass, Kentucky Blue Grass, red fescue, timothy and clover. The grass seed mixture proposed for use shall be submitted for approval.

**MULCHING:** The seeded area shall be mulched with straw or hay at a rate of seventy (70) lbs. per one thousand (1,000) square feet.

**BASIS OF PAYMENT:** For furnishing and placing topsoil, fertilizer, seed, and mulch complete in place at the site of the work, the Contractor shall receive the unit price bid per square yard, measured in place.

Pay Item	Pay Unit per Bid
Loam & Seed	SY

**Trimming and Fine Grading:**

Description. During the progress of the Contract, the Town Engineer or its duly authorized representative may direct the Contractor to perform trim and fine grading operations within existing gravel parking areas, gravel street surfaces or at locations where cold planing operations have exceeded the depth of the existing pavement structure. The Contractor shall supply all necessary equipment suited in size (motorized road grader, skidsteer, rollers, compactors – depending on disturbed area sizes) to perform trimming and fine grading operations as directed within the field, and shall provide all necessary operators for such equipment. The Town will direct the Contractor to provide 1-1/2" Minus Processed Aggregate base materials at locations requiring shimming or grading enhancements anticipated for street segments to be lengthened or widened accordingly.

Processed aggregate materials shall be placed, graded and proof compacted prior to installation of pavement courses

MATERIALS – Special Graded Aggregate for Shaping and Trimming Driveways or Shoulders shall conform to Section 303 of the RIDOT Standard Specification and shall be no larger than 1-1/2" minus gradation.

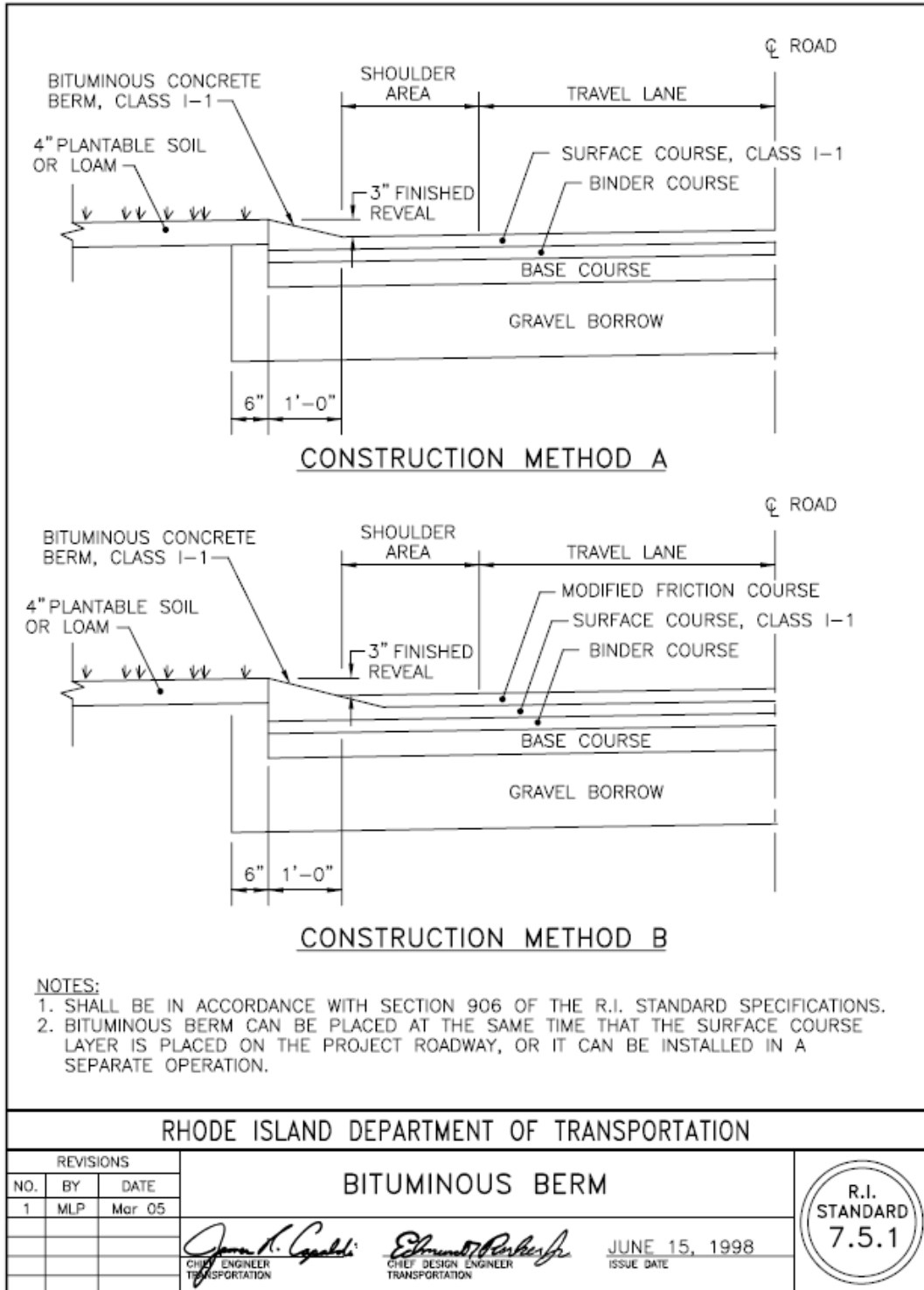
BASIS OF PAYMENT: The Contractor shall supply all equipment, operators, offsite transportation, and special graded aggregate base materials as directed by the Town to perform necessary trimming and fine grading operations directed by the Town. Measurement for special graded aggregate materials will be made at the delivered weight per ton of material directed to be placed, trimmed and compacted in-place. Measurement for performance of trim and fine grading operations as directed by the Town will be measurement and paid for at the unit measurement of per square yard as measured in-place.

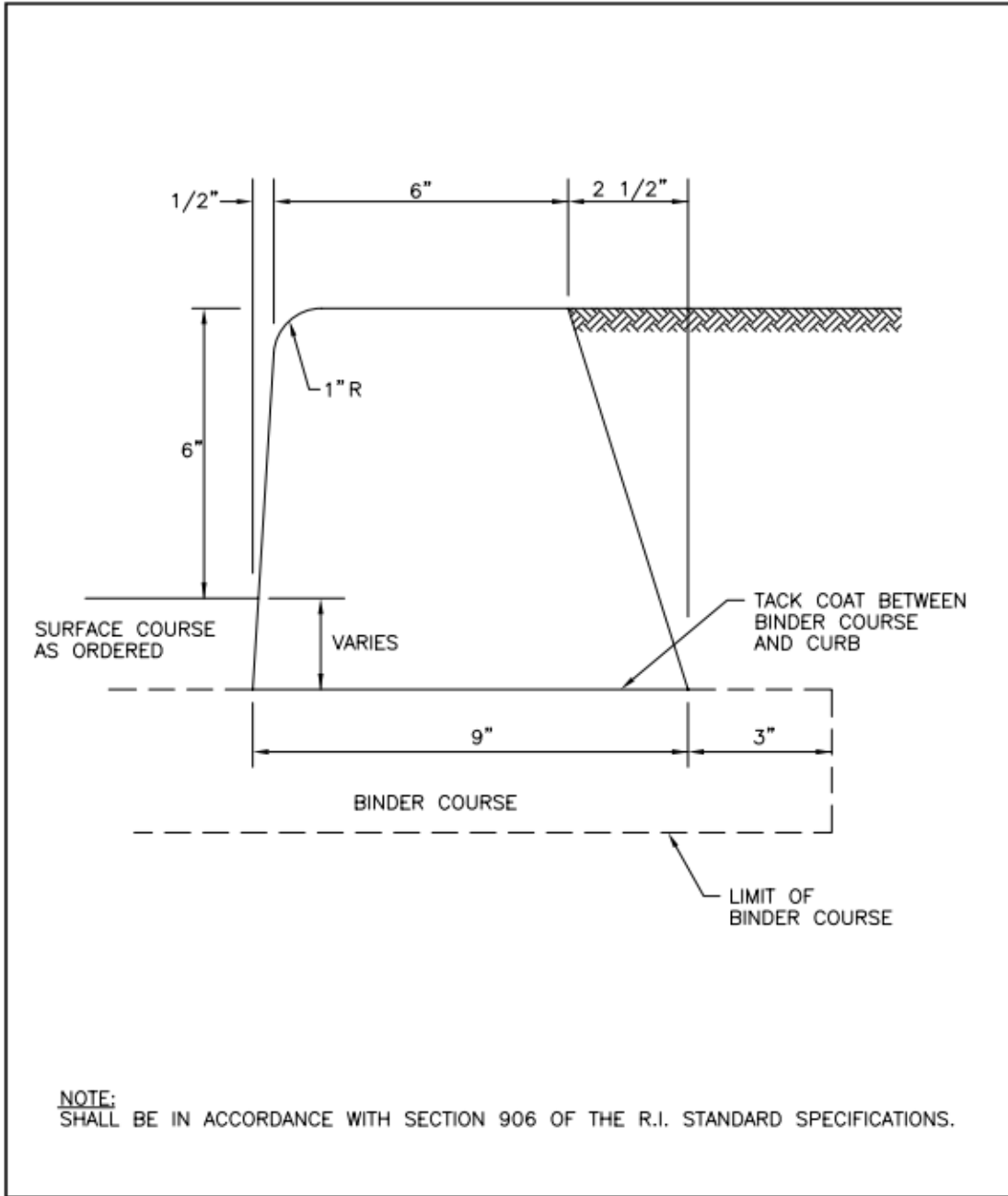
Pay Item	Pay Unit per Bid
Trim and Fine Grading	SY
Special Graded Aggregate Base	Ton

END

# DETAILS




## RI Std 7.5.1 Bituminous Berm

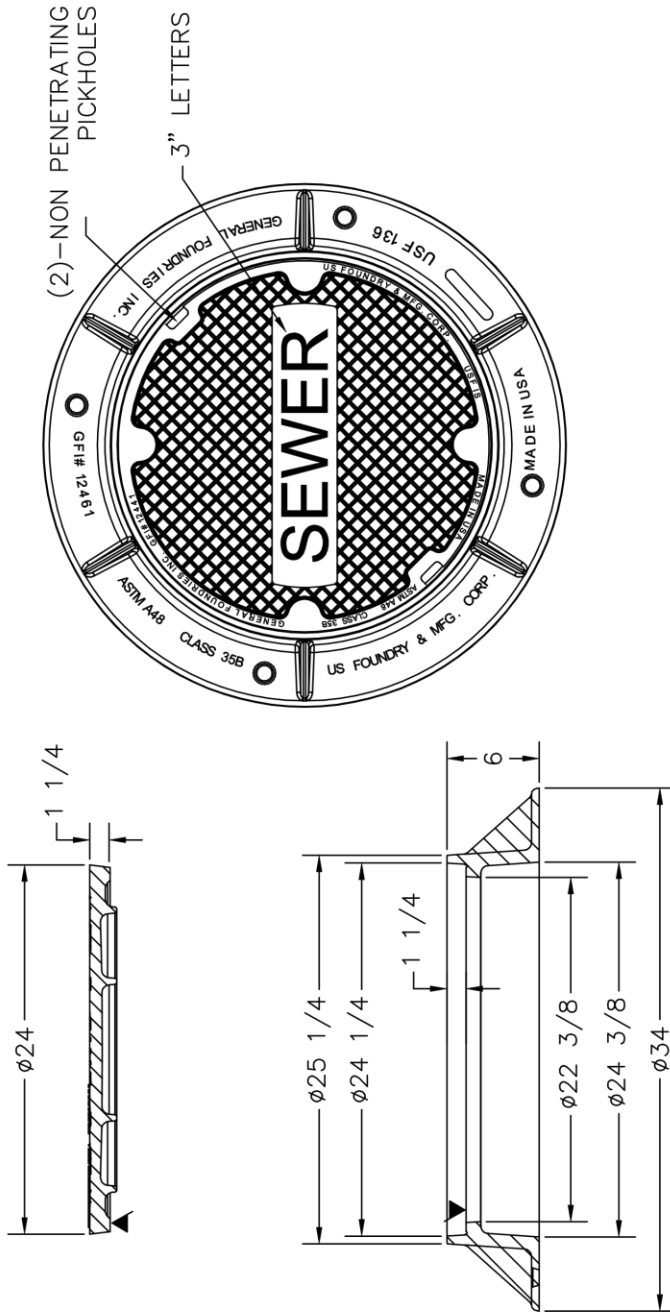





NOTE:  
SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.


RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS			BITUMINOUS CONCRETE LIP CURB	
NO.	BY	DATE		
1	MLP	Mar 05	 CHIEF ENGINEER TRANSPORTATION	 CHIEF DESIGN ENGINEER TRANSPORTATION



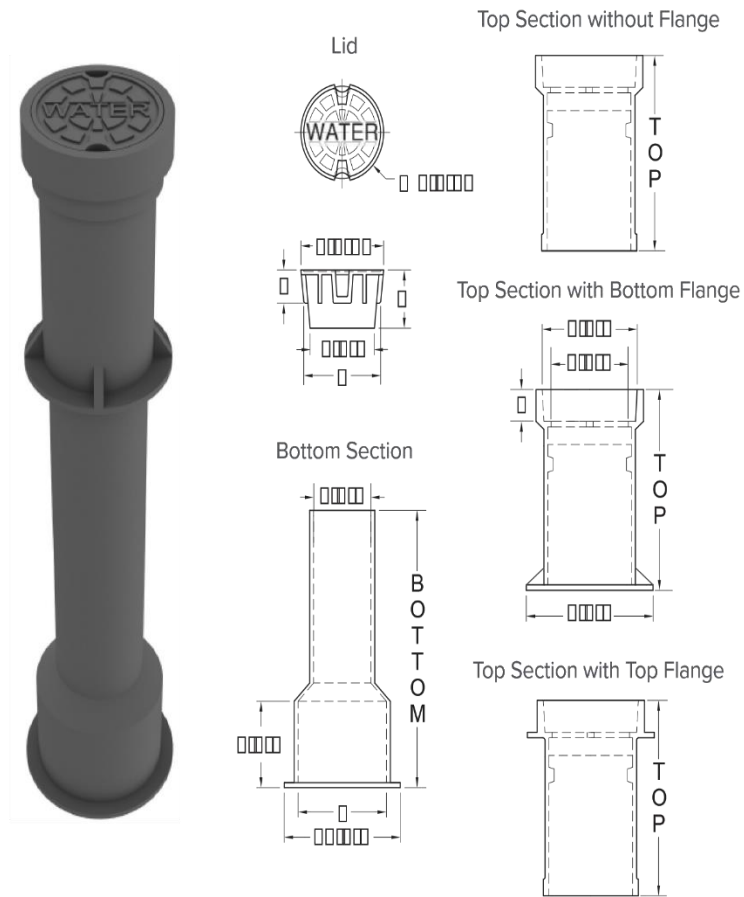

**U.S. FOUNDRY & MFG. CORP.**  
 8351 NW 93rd Street, Medley, FL 33166-2025  
 Tel : 1-800-432-9709, Fax : 305-887-9429  
[www.usfoundry.com](http://www.usfoundry.com)

**Material :** GRAY IRON PER ASTM A 48, CLASS 35B  
**Load Rating:** Heavy Duty - AASHTO M306


**GENERAL FOUNDRIES INC.**  
 1 Progress Road, North Brunswick, NJ 08902  
 Tel : 732-951-9001, Fax 732-951-9002  
[www.generalfoundriesinc.com](http://www.generalfoundriesinc.com)

**Description:** 24" x 6" Ring & Cover

**Product No: 136-IS**



PRODUCT NO.	TOP	BOTTOM	RANGE
30461	10	15	20 - 24
30462	10	24	28 - 33
30562	16	24	28 - 38
30564	16	36	40 - 51
30664	26	36	40 - 61
30666	26	48	52 - 82
30668	26	60	63 - 83
30669	36	36	50 - 80

**NOTES:**

- Dimensions are approximate & in inches
- Gray Iron, Class 30B
- Conforms to ASTM A48 / A48M-03 specifications
- \* Please specify if required in Class 35B or Ductile Iron

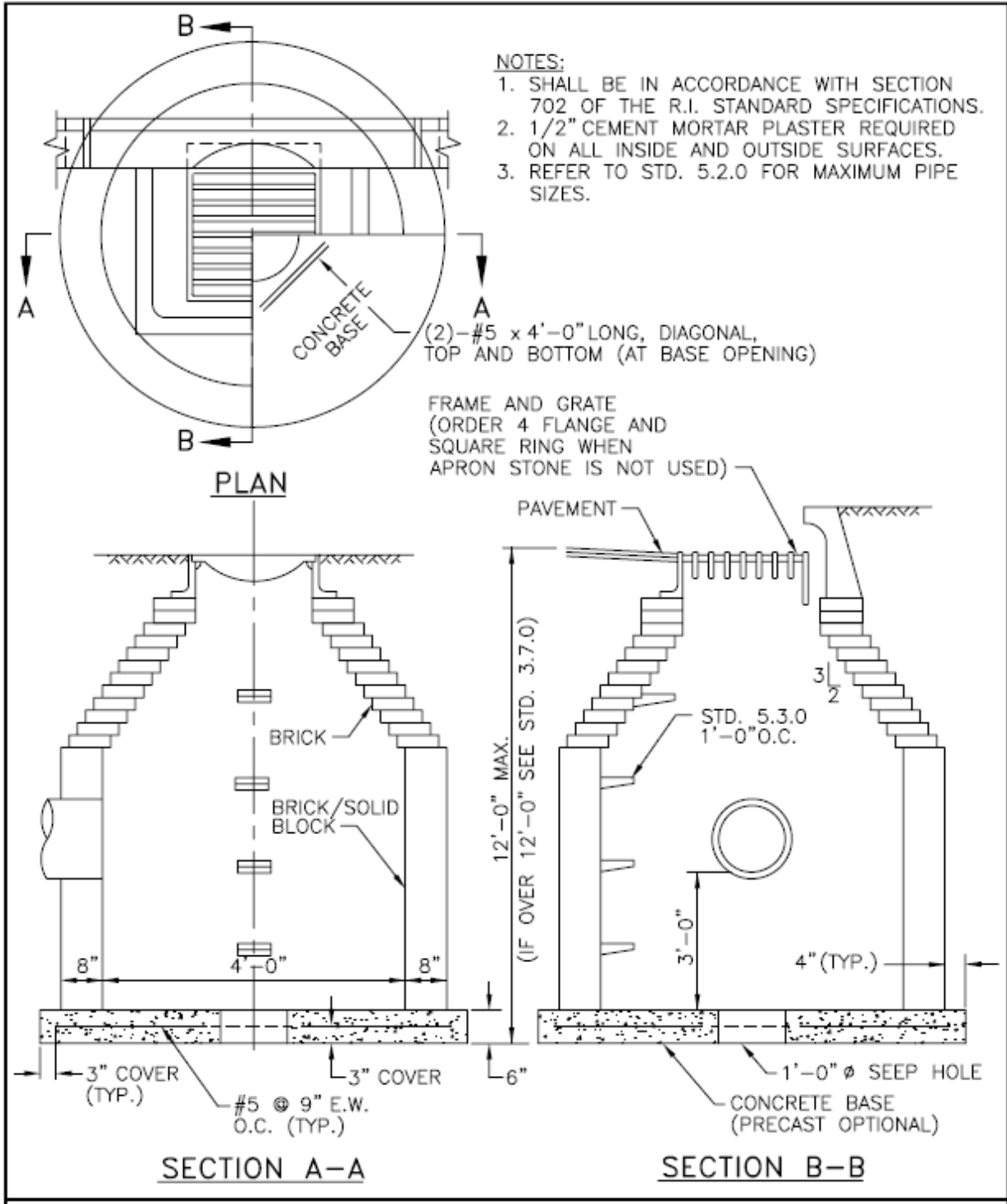
- Markings: Plain, Fire, Gas, Open left arrow, Open right arrow, Sewer, Water
- Sewer, Water lids available with locks
- \* Custom markings / logos available upon request
- Product # 30669 top only available without flange



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[www.generalfoundries.com](http://www.generalfoundries.com) | [sales@generalfoundries.com](mailto:sales@generalfoundries.com) | 800 222 9555

**BX-7**



RHODE ISLAND DEPARTMENT OF TRANSPORTATION

BRICK/SOLID BLOCK  
TYPE "F" ROUND CATCH BASIN

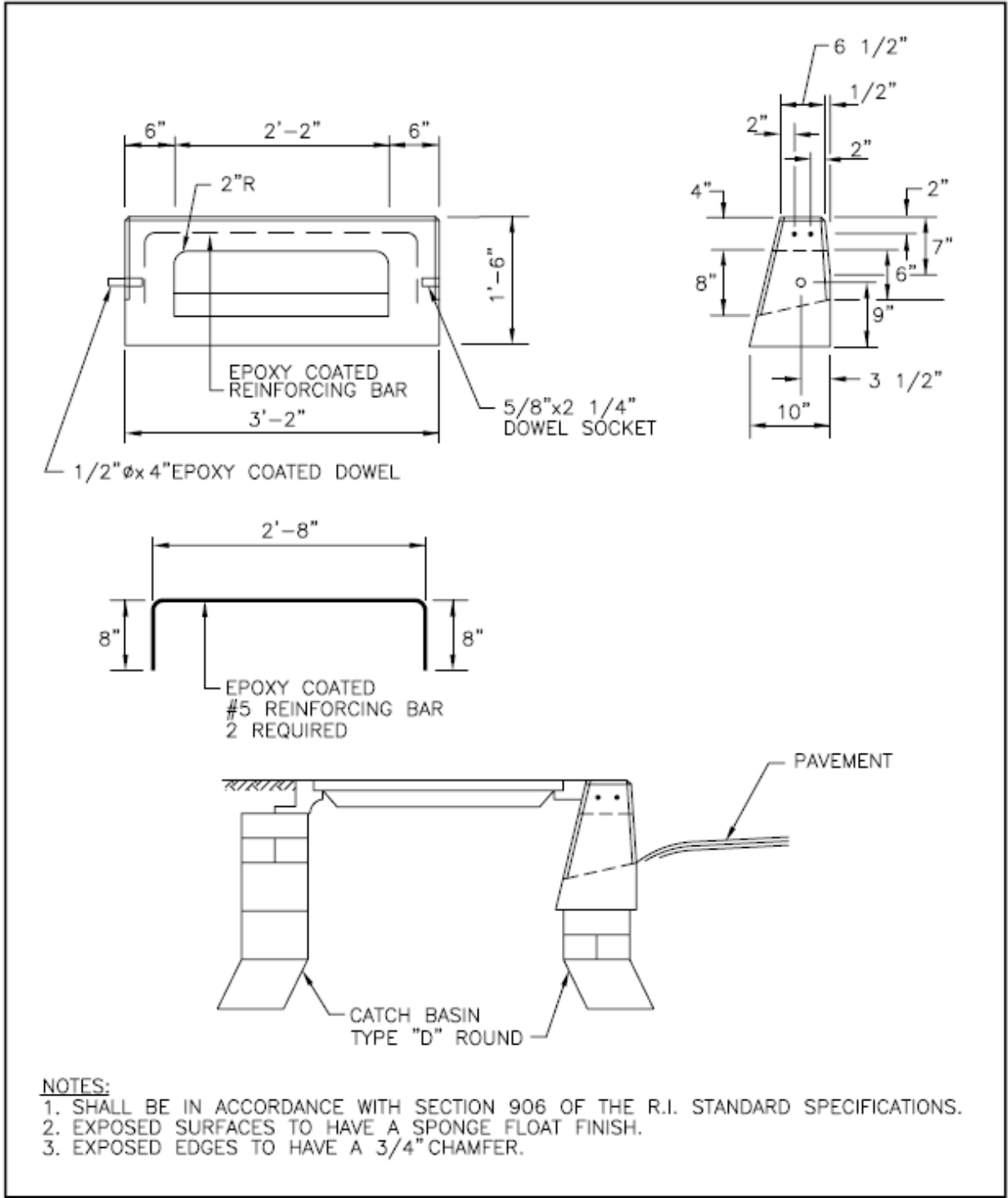
REVISIONS		
NO.	BY	DATE
1	MLP	Mar 05

*James A. Capaldi*  
CHIEF ENGINEER  
TRANSPORTATION

*Edmund J. Parker*  
CHIEF DESIGN ENGINEER  
TRANSPORTATION

JUNE 15, 1998  
ISSUE DATE





- NOTES:**
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
  2. EXPOSED SURFACES TO HAVE A SPONGE FLOAT FINISH.
  3. EXPOSED EDGES TO HAVE A 3/4" CHAMFER.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE
1	MLP	Mar 05

PRECAST CONCRETE **INLET** STONE  
(FOR ROUND CATCH BASIN)

*John A. Casabelli*  
CHIEF ENGINEER  
TRANSPORTATION

*Edmund P. Parker Jr.*  
CHIEF DESIGN ENGINEER  
TRANSPORTATION

JUNE 15, 1998  
ISSUE DATE



Quantity Estimates

Street Name	From Street	To Street
BROWNING ROAD	OCEAN VIEW HWY	YOSEMITE VALLEY RD
COBBLESTONE LANE	C ST	A ST
PEARL STREET	PIERCE ST	SERVICE ST
WOODY HILL EXTENSION	WOODY HILL RD	26 WH RD EXT
MOWREY ROAD	Pendleton Ln	CUL DE SAC
TOM HARVEY ROAD	Airport	Road B
TOM HARVEY ROAD	Road B	Shore Rd
SPRING POND ROAD	WATCH HILL RD	CUL DE SAC
MIDWAY AVENUE	SARATOGA AVE	FORESTAL DR
COHASSET WAY	CUL DE SAC	CUL DE SAC
SARATOGA AVENUE	HISCOX RD	cul de sac
BRIGHTMAN WAY	TELE POLE 6/607	SHORE RD
LITTLEBROOK ROAD	SHORE RD	CUL DE SAC
PENDLETON LANE	MOWREY RD	CUL DE SAC
HISCOX ROAD	SARATOGA AVE	ASHAWAY RD
JUNIPER AVENUE	SHORE RD	SOUTH FAIRWAY AVE
WAWALOAM DRIVE	NOYES NECK RD	ATLANTIC AVE
WEST FAIRWAY AVENUE	SHORE RD	SOUTH FAIRWAY AVE
CANAL STREET	High St	WHITE ROCK RD
NOYES NECK ROAD	SHORE RD	WAWALOAM DR
ANDERSEN COURT	POST RD	Andersen
FIRST STREET	WINNAPAUG RD	LAWTON AVE
CAPTAINS DRIVE	BEACH ST	end
GULL TERRACE	CAPTAINS DRIVE	end
SYCAMORE DRIVE	POST RD	End
SOUTH WOODY HILL	Post Rd	Sandy Lane
CASTLE WAY	Robin Hollow	Robin Hollow

Street	Length	Width	Area	
Street Name	(LF)	(LF)		Scope of Work
<b>Year 1</b>				
BROWNING ROAD	1046	18.5	2150	full-depth reclamation and repave with 1 1/2" of base and 1 1/2" of surface
COBBLESTONE LANE	785	32.4	2826	full-depth, 1 1/2", 1 1/2"
PEARL STREET	776	24.1	2078	full-depth, 1 1/2", 1 1/2"
WOODY HILL EXTENSION	609	19	1286	full-depth, 1 1/2", 1 1/2"
MOWREY ROAD	1125	71.9	8988	full-depth, 1 1/2", 1 1/2"
TOM HARVEY ROAD*	3848	35.5	15178	full-depth reclamation and repave with 3" of base and 1 1/2" of surface
TOM HARVEY ROAD	3903	25	10842	full-depth reclamation and repave with 1 1/2" of base and 1 1/2" of surface
SPRING POND ROAD	405	36.9	1661	full-depth, 1 1/2", 1 1/2"
MIDWAY AVENUE	1328	40.3	5946	full-depth, 1 1/2", 1 1/2"
COHASSET WAY	754	38.3	3209	full-depth, 1 1/2", 1 1/2"
SARATOGA AVENUE	1917	36	7668	full-depth, 1 1/2", 1 1/2"
BRIGHTMAN WAY	767	20.3	1730	full-depth, 1 1/2", 1 1/2"
LITTLEBROOK ROAD	1916	33.2	7068	full-depth, 1 1/2", 1 1/2"
PENDLETON LANE	985	26.8	2933	full-depth, 1 1/2", 1 1/2"
HISCOX ROAD	725	20.7	1668	full-depth, 1 1/2", 1 1/2"
JUNIPER AVENUE	999	35.8	3974	full-depth, 1 1/2", 1 1/2"
WAWALOAM DRIVE	2620	27.2	7918	full-depth, 1 1/2", 1 1/2"
WEST FAIRWAY AVENUE	890	31.8	3145	full-depth, 1 1/2", 1 1/2"
CANAL STREET	5085	31.5	17798	full-depth, 1 1/2", 1 1/2"
NOYES NECK ROAD	5612	22.5	14030	full-depth, 1 1/2", 1 1/2"
ANDERSEN CT	1855	28	5771	overlay
FIRST STREET	727	20	1616	full-depth, 1 1/2", 1 1/2"
CAPTAINS DRIVE	1057	31	3641	full-depth, 1 1/2", 1 1/2"
GULL TERRACE	160	44	782	full-depth, 1 1/2", 1 1/2"
SYCAMORE DRIVE	720	37	2960	full-depth, 1 1/2", 1 1/2"
South Woody Hill	955	27	2865	full-depth, 1 1/2", 1 1/2"
Castle Way	1758	36.0	7032	full-depth, 1 1/2", 1 1/2"

Street Name	Full-depth Reclamation sy	Cut and Match	Base Course ton	Surface Course ton	Tack Coat gal
BROWNING ROAD	2150	179	176	176	108
COBBLESTONE LANE	2826	236	232	232	141
PEARL STREET	2078	173	170	170	104
WOODY HILL EXTENSION	1286	107	105	105	64
MOWREY ROAD	8988	750	737	737	449
TOM HARVEY ROAD*	15178	1267	2489	1245	759
TOM HARVEY ROAD	10842	905	889	889	542
SPRING POND ROAD	1661	139	136	136	83
MIDWAY AVENUE	5946	496	488	488	297
COHASSET WAY	3209	268	263	263	160
SARATOGA AVENUE	7668	640	629	629	383
BRIGHTMAN WAY	1730	144	142	142	87
LITTLEBROOK ROAD	7068	590	580	580	353
PENDLETON LANE	2933	245	241	241	147
HISCOX ROAD	1668	139	137	137	83
JUNIPER AVENUE	3974	332	326	326	199
WAWALOAM DRIVE	7918	661	649	649	396
WEST FAIRWAY AVENUE	3145	263	258	258	157
CANAL STREET	17798	1486	1459	1459	890
NOYES NECK ROAD	14030	1171	1150	1150	702
ANDERSEN CT	0	482	0	473	289
FIRST STREET	1616	135	132	132	80
CAPTAINS DRIVE	3641	304	299	299	182
GULL TERRACE	782	65	64	64	39
SYCAMORE DRIVE	2960	247	243	243	148
South Woody Hill	2865	239	235	235	143
Castle Way	7032	587	577	577	352
	140989	12251	12806	12034	7337

Street Name	Asphalt Berm (LF)	Asphalt Curb (LF)	Concrete Curb (LF)	Cut & Match lf	Bituminous Driveway Aprons (SY)	Concrete Driveway Aprons (SY)
BROWNING ROAD	0	0	0	377	0	0
COBBLESTONE LANE	0	128	0	283	268	0
PEARL STREET	0	0	1009	279	433	437
WOODY HILL EXTENSION	0	0	0	219		0
MOWREY ROAD	857	699	0	405	372	41
TOM HARVEY ROAD*	0	7178	0	1385	475	0
TOM HARVEY ROAD	0	1338	0	1405	928	0
SPRING POND ROAD	0	794	0	146	52	0
MIDWAY AVENUE	258	683	0	478	414	0
COHASSET WAY	0	1526	0	271	0	0
SARATOGA AVENUE	0	188	0	690	290	0
BRIGHTMAN WAY	0	0	0	276	0	0
LITTLEBROOK ROAD	0	3488	0	690	574	0
PENDLETON LANE	0	0	0	355	81	0
HISCOX ROAD	0	0	0	261	0	0
JUNIPER AVENUE	0	0	0	360	427	23
WAWALOAM DRIVE	0	0	1394	943	177	179
WEST FAIRWAY AVENUE	0	298	0	320	98	0
CANAL STREET	136	117	0	1831	1044	47
NOYES NECK ROAD	0	99	0	2020	22	123
ANDERSEN CT	93	221	0	668	0	360
FIRST STREET	0	0	0	262	150	7
CAPTAINS DRIVE	0	0	0	381	217	10
GULL TERRACE	300		0	58	33	2
SYCAMORE DRIVE	1		1	259	148	7
South Woody Hill	2		2	344	196	9
Castle Way	3500	0	0	633	360	16
	5147	16757	2406	15598	6759	1261

Street Name	Water Gate (EA)	Gas Gate (EA)	Drain/Utility MH/CB (EA)	Loam and Seed (SY)	Sewer MH	4" Striping (white and yellow) LF	double yellow LF	12" Striping LF	Police Details MHrs
BROWNING ROAD	2	0	1	502	0	0	0	0	16
COBBLESTONE LANE	4	0	1	377	0	0	0	15	12
PEARL STREET	2	6	2	372	3	0	0	109	12
WOODY HILL EXT	1	1	1	292	0	0	0	21	12
MOWREY ROAD	3	0	0	540	0	0	0	44	20
TOM HARVEY ROAD*	7	1	13	1847	4	0	4815	0	64
TOM HARVEY ROAD	6	1	13	1873	2	0	2788	86	64
SPRING POND ROAD	3		4	194	0	0	0	0	8
MIDWAY AVENUE	1		4	637	0	0	0	0	24
COHASSET WAY	4		5	362	3	0	0	28	12
SARATOGA AVENUE	8		5	920	0	0	0	60	32
BRIGHTMAN WAY	0		0	368	0	0	0	17	12
LITTLEBROOK ROAD	3		5	920	0	0	0	0	32
PENDLETON LANE	0		0	473	0	140	0	18	16
HISCOX ROAD	0		1	348	0	175	175	0	12
JUNIPER AVENUE	1		0	480	0	0	0	47	16
WAWALOAM DRIVE	2		4	1258	0	0	2540	238	40
WEST FAIRWAY AVE	1		2	427	0	0	0	0	16
CANAL STREET	7	2	2	2441	10	0	2762	0	48
NOYES NECK ROAD	4		2	2694	0	0	1296	152	24
ANDERSEN CT	3		0	890	0	0	0	25	32
FIRST STREET	2		0	349	0	0	0	25	32
CAPTAINS DRIVE	3		12	507	0	0	0	25	32
GULL TERRACE	1		0	77	0	0	0	25	32
SYCAMORE DRIVE	2		1	346	0	1	1	26	16
South Woody Hill	2		2	458	0	2	2	27	16
Castle Way	2		1	844	0	0	0	30	16
	74	11	81	20797		318	14379	1018	668