

PROJECT MANUAL FOR
R.I. FEDERAL AID PROJECT NO. FBD-REGT (024)
R.I. CONTRACT NO. 2023CM-047

**PROPOSED REPLACEMENT OF THE
LOADING RAMP AT THE PORT OF
GALILEE PROJECT**
316 GREAT ISLAND ROAD
VILLAGE OF GALILEE
NARRAGANSETT, RHODE ISLAND 02882



Prepared for

INTERSTATE NAVIGATION CO.

Project Funding Administered by

THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION

Prepared by

St. Jean Engineering, LLC

209 Arnolds Neck Dr., Warwick, RI 02886

Tel. (401) 389-0999

and

James J. Geremia & Associates, Inc.

272 West Exchange St., Suite 201, Providence, RI 02903

Tel. (401) 454-7000

SEPTEMBER 27, 2023

**ISSUED FOR BID
SEPTEMBER 27, 2023
TABLE OF CONTENTS**

<u>Section</u>	<u>Title</u>	<u>Page</u>
TOC	Table of Contents.....	2
00002	Project Directory.....	3
DIVISION 0 – BIDDING REQUIREMENTS		
00010	Invitation to Bid	4
00015	List of Drawings.....	6
00101	Instructions to Bidders.....	7
00311	Bid Proposal	16
00312	Appendix A - List of Subcontractors.....	18
00313	Appendix B - Cost Breakdown.....	19
00520	Agreement Between Owner and Contractor for Construction Contract.....	20
DIVISION 1 – GENERAL REQUIREMENTS		
01010	Summary of Work.....	26
01019	Contract Considerations	27
01025	Measurement and Payment.....	29
01027	Applications for Payment.....	32
01039	Coordination and Meetings	34
01300	Submittals	36
01400	Quality Control.....	39
01500	Construction Facilities and Temporary Controls	40
01600	Material and Equipment.....	44
01700	Contract Closeout	47

**APPENDIX A – REQUIRED FORMS (Federal-Funded – to be signed and submitted with Bid Offer)
APPENDIX B – WAGE RATES**

NOTE: ALL BIDDERS TO REVIEW, SIGN AND SUBMIT ALL DOCUMENTS WITHIN APPENDIX A OF THIS DOCUMENT WITH THEIR BID PROPOSAL. FAILURE TO DO SO WILL CAUSE THE BID TO BE REJECTED AS INELIGIBLE.

END OF TABLE OF CONTENTS

**SECTION 00002
PROJECT DIRECTORY**

PROPERTY OWNER: State of Rhode Island DEM
235 Promenade Street
Providence, RI 02908

OWNER FOR THE CONTRACT Interstate Navigation Company
Attn: Joshua Linda
P.O. Box 483
New London, CT 06320
Tel: (860) 848-3032
Email: MVManitou@aol.com

OWNER'S PROJECT COORDINATOR: Interstate Navigation Co.
Attn: William McCombe
316 Great Island Road
Narragansett, RI 02882
Tel: (401) 675-1234
Email: nspd2000@yahoo.com

PROJECT ENGINEERS: St. Jean Engineering, LLC
Attn: Richard St. Jean, PE
209 Arnold Neck Dr.
Warwick, RI 02886
Tel: (401) 398-0999
Email: st.jean.engineering@verizon.net
and
James J. Geremia & Associates, Inc.
Attn: James J. Geremia, PE
272 West Exchange St., Suite 201
Providence, RI 02903
Tel: (401) 454-7000
Email: jim@geremiaengineering.com

PROJECT FUNDING ADMINISTERED BY: RI Department of Transportation
Office of Intermodal Planning
2 Capitol Hill
Providence, RI 02903
Tel: (401) 222.4203
Email: _____

**END OF SECTION 00002
PROJECT DIRECTORY**

SECTION 00010
INVITATION TO BID

Sealed bids for **R.I. Federal Aid Project No. FBD-REGT (024), R.I. Contract No. 2023CM-047, Replacement of the Loading Ramp at the Port of Galilee Project**, 316 Great Island Road; Village of Galilee, Town of Narragansett, RI will be received by **Interstate Navigation Company office at 316 Great Neck Road; Narragansett, RI, 02882; until 2:30 PM** prevailing time on **November 1, 2023**.

Sealed bids will be publicly opened and read aloud immediately thereafter in the Interstate Navigation Company Office Conference Room.

One (1) **Project site visit and Pre-Bid Conference** for prospective bidders will be scheduled and administered by Interstate Navigation at **11:00 AM on October 11, 2023**. Contractor to provide 72-hrs. notice if interpreter services are required.

Plans and specifications for the Replacement of the Loading Ramp may be obtained by downloading via the Block Island Ferry Website (www.blockislandferry.com).

The Work under this Contract involves providing all equipment, tools, labor and materials to remove and replace the existing loading ramp at the existing ferry slips and repairs to existing damaged fixed dock as follows:

1. The new loading ramp shall be ½-inch diamond plate and hot-dipped galvanized in accordance with ASTM requirements.

All work must be performed in accordance with the Contract Documents consisting of the Drawings, Project Manual, and Bid Package prepared by St. Jean Engineering, LLC and James J. Geremia & Associates, Inc. The work of this contract shall be substantially complete within **sixty (60) calendar days from the Notice to Proceed**.

The bid will be awarded to the lowest responsive and eligible bidder. Interstate Navigation Company will be administering the bidding and construction processes.

NOTE: ALL BIDDERS TO REVIEW, SIGN AND SUBMIT ALL DOCUMENTS WITHIN THE APPENDIX OF THIS DOCUMENT WITH THEIR BID PROPOSAL. FAILURE TO DO SO WILL CAUSE THE BID TO BE REJECTED AS INELIGIBLE.

The established goal is **zero (0%) percent** of the contract bid price to contractors, subcontractors, and/or suppliers that qualify as Disadvantaged Business Enterprises (DBEs). However, bidders are notified that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for an award.

A Surety Company Bond in the amount of 5% of the total amount bid must accompany all bids. A certified check will not be accepted.

Performance, Labor & Material Payment Bonds in the amount of 100% of the contract price will be required of the successful bidder.

The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed under the rules and regulations for carrying out the provision of the Federal-Aid Highway Act, subject to all appropriate Federal Laws, including Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the *Required Contract Provisions For Federal-Aid Construction Contracts*, which are included in the Contract Documents.

Wages of labor on Federal-Aid Construction Contracts – prospective bidders are hereby informed that this Contract will be subject to the Federal Highway Act of 1968 and Davis-Bacon Act. All contractors and subcontractors will be subject to and monitored for conformance with the Federal Prevailing Wage Rates. Prevailing wage rates are included in the Contract Documents as well as available online at <https://dlt.ri.gov/wrs/prevailingwage/>.

Interstate Navigation Co. reserves the right to reject any and all bids.

Training Hours are Not required for this project.

**END OF SECTION 00010
INVITATION TO BID**

SECTION 00015

LIST OF DRAWINGS

The following drawings are incorporated by reference into these specifications:

Dwg No.	Dwg Title	Date	Rev Date
	Cover Sheet	5/8/23	
S-1	Loading Ramp Replacement Details Construction Notes, Plans & Section	5/8/23	
S-2	Loading Ramp Replacement Details Construction Notes, Plans & Section	5/8/23	
	Specifications		

END OF SECTION 00015

LIST OF DRAWINGS

SECTION 00101
INSTRUCTIONS TO BIDDERS

1. PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

- A. These Instructions to Bidders amend or supplement the Instructions to Bidders (EJCDC C-200, 2013 Edition) and other provisions of the Bidding and Contract Documents.

1.2 SECURING DOCUMENTS

- A. Copies of the Contract Documents and Bid Package may be obtained for bidding purposes upon the conditions set forth in the Invitation To Bid.

1.3 RELATED DOCUMENTS

- A. Bid Proposal
- B. Appendix A – List of Subcontractors
- C. Appendix B – Cost Breakdown and Unit Prices
- D. Required Contract Provisions for Federal-Aid Projects

1.4 CLARIFICATION OF TERMS:

- A. The "Property Owner" is State of Rhode Island DEM
- B. The "Owner" for the Contract is the Interstate Navigation Co.
- C. The "Owner's Project Coordinator" for the Contract is William McCombe – Interstate Navigation Co. (Tel. 401-675-1234).
- D. The "Project Engineers" are Richard St. Jean, PE - St. Jean Engineering, LLC (Tel. 401-398-0999) and James J. Geremia, PE - James J. Geremia & Associates, Inc. (Tel. 401-454-7000).

2. PART 2 - SITE ASSESSMENT

2.1 EXAMINATION OF DRAWINGS, SPECIFICATIONS & SITE

- A. Before submitting a bid, each bidder shall carefully examine the Contract Documents and visit the site of the work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and he shall include in his bid a sum to cover all costs of all items necessary to perform the work set forth in the proposed Contract Documents. No allowance will be made to any bidder because of lack of such examination.

- B. One (1) Project site visit and Pre-Bid Conference for prospective bidders will be scheduled and administered by Interstate Navigation Co.
- C. All general contract and major subcontract Bidders and suppliers are invited.
- D. Prospective bidders are strongly encouraged to attend this conference to clarify details of the documents. No questions relative to the project bid can be discussed at any other separate site meetings.
- E. Representatives of the Owner will be in attendance.
- F. Questions/Clarifications discussed during the Site Visit & Pre-Bid Conference relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

3. PART 3 - BIDDING

3.1 REQUIRED BID BONDS, FORMS AND REGULATIONS

- A. Bidders are required to provide Bid Security in the form of a Bid Bond payable to Interstate Navigation Co. in the amount of a sum no less than 5 percent of the Bid Price. Certified checks will not be accepted as bid security.
- B. Attention is called to the provisions of the Required Contract Provisions for Federal-Aid Projects and required documents such as the Non-Collusion Affidavit and Certification Regarding Disbarment, Suspension and Other Responsibility Matters, Special Provisions Disadvantaged Business Enterprise Affirmative Action Certification for Contractors and Consultants. Bidders must complete and submit these documents with their Bid.
- C. The Contractor will be required, in accordance with the provisions of the Disadvantaged Business Enterprise Affirmative Action Certification for Contractors and Consultants, to meet the established goal of not less than **zero percent (0%)** of the contract bid price to the Contractors, Subcontractors and/or suppliers which qualify as Disadvantaged Business Enterprise (DBE's).
- D. Both a Performance Bond and a Labor & Materials Payment Bond each in the amount of one hundred percent (100%) of the contract price issued by a Surety Company authorized to do business in the State of Rhode Island, and satisfactory to the Owner, will be required of and paid for by the successful bidder.
- E. Attention is called to the provisions for Equal Employment Opportunity laws and regulation provisions. Executive Order 11246 requires that affected contractors and subcontractors take affirmative action to prevent discrimination in employment or construction contracts. Prior to signing a contract, the owner shall require the contractor to submit a Section 3 Plan containing a Preliminary Statement of Work Force Needs and an Affirmative Action Plan for Section 3 Businesses.
- F. Trainee Provisions shall not apply to this Contract. The training hour requirement is zero, and the goal is zero.
- G. All contractors and subcontractors who have been awarded a contract for a public works project 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 (\$1,000.00) 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 to 37-13-14, inclusive of the Rhode Island General Laws of 1956 as amended. Bidders are advised to account for this when submitting bid prices. The current prevailing wage rates are available online at <https://dlt.ri.gov/wrs/prevailingwage/>.

3.2 RECEIPT & OPENING OF BIDS

- A. Sealed bids for this project: **Replacement of the Loading Ramp at the Port of Galilee Project**, 316 Great Island Road; Village of Galilee, Town of Narragansett, RI will be received by Interstate Navigation Company office at 316 Great Neck Road; Narragansett, RI 02882 until **2:30 PM** prevailing time on **November 1, 2023**. Sealed bids will be Publicly opened and read aloud immediately thereafter in the interstate Navigation Company Office Conference Room.
- B. Bids must contain all required attachments. Postmarking by the due date will not substitute for actual proposal receipt. Proposals received after the closing date and time, submitted by fax, telephone, or other electronic transmission, or left unsigned, will not be considered. The envelope containing the bids must be sealed, addressed to and clearly marked:

**Interstate Navigation Company
Attn: William McCombe
316 Great Island Road
Narragansett, RI 02882
“SEALED BID – REPLACEMENT OF THE LOADING RAMP
AT THE PORT OF GALILEE PROJECT”**

- C. No blame shall be attached to any agent or employee of Interstate Navigation Company for the opening of any bid not so marked.
- D. Each bid must be submitted on the prescribed Bid Form attached hereto. This form shall be printed out, filled out completely, signed and submitted as their bid. All blank spaces for bid prices must be filled in, reflecting lump sum fees the Bidder believes necessary to complete each element of the Scope of Work, subject to any addenda thereto. Bids which are incomplete, not on the prescribed forms, not submitted with the contract and bid documents left intact, not properly endorsed or signed, not filled out fully in ink (or typed), abnormally high or abnormally low, bid items price(s) not representing a real value based on industry expected cost, or otherwise contrary to these instructions may be rejected as informal or unbalanced. In the event that there is a discrepancy between the price written in words and written in figures, the price written in words shall govern.
- E. **NOTE: ALL BIDDERS TO REVIEW, SIGN AND SUBMIT ALL DOCUMENTS WITHIN APPENDIX A OF THIS DOCUMENT WITH THEIR BID PROPOSAL. FAILURE TO DO SO WILL CAUSE THE BID TO BE REJECTED AS INELLIGIBLE.**
- F. Each bidder will be presumed to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or document, or the failure of the bidder to familiarize himself/herself with conditions relating to the construction of the

work to be included under this contract shall in no way relieve any bidder from any obligation in respect to his/her bid.

3.3 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn personally or by written or faxed request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any faxed withdrawal is placed in the mail and postmarked prior to the time set for bid opening. Negligence or error on the part of the Bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
- B. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

3.4 METHOD OF AWARD - LOWEST QUALIFIED BIDDER

- A. If, at the time this bid is awarded, the lowest base bid submitted by a responsive and eligible bidder does not exceed the amount of funds available for this project, the bid will be awarded on the base bid. The Owner reserves the right to reject any and all bids.
- B. The awarding authority shall be the Interstate Navigation Co.

3.5 COMPLETION TIME, METHOD OF PAYMENT & LIQUIDATED DAMAGES

- A. Project shall be completed within **sixty (60) calendar days from the Notice to Proceed**, or such other time as may be mutually agreed upon, the Contractor must complete installation of all as specified in these plans and specifications.
- B. The Contractor shall be compensated on a monthly basis, reflecting the percentage of work completed. Monthly invoices shall be submitted to the Engineer for verification, who will in turn submit them to the Owner's Representative. Out-of-pocket expenses such as telephone, mailing, travel and printing expenses shall be included in the base fee, and no such expenses shall be authorized for reimbursement by the Owner or Owner's Representative unless prior written approval is authorized by the Owner or Owner's Representative. Invoices must be accompanied by monthly progress reports that summarize all work performed during that billing period.

3.6 EXECUTION

- A. The form of Agreement which the successful bidder, as Contractor, will be required to execute is included in Section 00520 of the Project Manual:
 - 1. The bidder to whom the Contract is awarded by the Owner shall, within fifteen (15) days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies.
 - 2. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the policies of insurance or insurance certificates as required by the Contract Documents. All policies of insurance shall be approved by the Awarding Authority before the successful bidder may proceed with the Work.

- B. Every bid submitted for a contract shall be accompanied by a bid deposit in the form of a bid bond from a surety company licensed and authorized to conduct business in the State of Rhode Island.
 - 1. The amount of the bid deposit shall be five percent (5%) of the value of the bid and shall be made payable to the "Interstate Navigation Co."
- C. Return of Bid Deposits:
 - 1. Bid deposits of the three lowest responsible and eligible sub-bidders shall be returned within ten (10) days, Sundays and Holidays excluded, after execution of a contract with the selected Contractor. Bid deposits of all others shall be returned within ten (10) days, Sundays and Holidays excluded, after the opening of proposals.

3.7 TAXES

- A. This project is not exempt from any federal, state, and/or municipal sales and/or excise taxes. The bidders shall propose accordingly.

3.8 VALIDITY OF THE BIDS

- A. Bids shall remain valid and in force unchanged for a period of sixty (60) days after the prescribed date for submission.

3.9 SAFETY AND HEALTH REGULATIONS

- A. This project is subject to all regulations of the Occupational Safety and Health Act (OSHA).
- B. The successful Bidder shall have a competent person, as required under OSHA, on the site at all times to inspect the Work and to supervise the performance of the Work with regards to OSHA regulations. The OSHA supervisor shall have current OSHA certifications including fit-testing, if respirators are deemed necessary.

3.10 INTERPRETATIONS

- A. No oral interpretations will be made to any bidder as to the meaning of the specifications, including drawings. Request for information shall be made in writing (by letter or e-mail) to the **Owner's Project Coordinator: William McCombe, Interstate Navigation Co., 316 Great Island Road, Narragansett, RI 02882 (Email: nspd2000@yahoo.com)**.
- B. Any inquiries received five or more business days prior to the date fixed for opening of the bids will be given consideration. Interpretations made to bidders will be in the form of an Addendum to the specifications, which will be mailed to all bidders of record.
- C. It is the responsibility of all bidders to make inquiries as to addenda issued. All addenda shall become part of the Contract and all bidders shall be bound by all addenda, whether or not received by the bidder.

3.11 REQUIRED PROJECT BONDING

- A. All surety bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States." The Owner reserves the right to reject any or all bids.
- B. Bid Bond - A bid bond payable to Interstate Navigation Co. in the amount of 5% of the total or gross sum of the bid must be furnished by each bidder. The Proposal Guaranty will be furnished by surety companies authorized/licensed to do business in the State of Rhode Island. The Owner reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the Owner.
- C. Performance Bond - A performance bond of one hundred percent (100%) of the contract price with a satisfactory surety company will be required of the successful bidder.
- D. Payment Bond - A payment bond of one hundred percent (100%) of the contract price with a satisfactory surety company will be required of the successful bidder.

3.12 REQUIRED PROJECT INSURANCE

- A. All bidders are required to hold and maintain such insurance as will protect the bidder (should they be selected and designated the Contractor for this job) from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefit or similar employee benefit acts which are applicable to the work to be performed;
 - 2. Claims for damages because bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 3. Claims of damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;
 - 4. Claims for damages insured by usual personal injury liability coverage;
 - 5. Claims for damages, other than to the Work itself, because of injury to or the destruction of tangible property, including loss of use resulting therefrom;
 - 6. Claims for damages of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 - 7. Claims for bodily injury or property damage arising out of completed operations.

3.13 REQUIRED CONTRACT PROVISIONS

- A. The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed subject to all appropriate Federal Laws, including Title VI of the

Civil Rights Act of 1964, as amended and supplemented, and the required provisions for Federal-Aid Contracts, as provided for in OMB Circular A-110 - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations. These include, specifically:

Equal Employment Opportunity - Contracts shall require compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - Contracts and sub-contracts grants in excess of \$2,000 for construction or repair require compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall require compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – The bidder shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee

of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Buy American Requirements for Domestic Steel. In accordance with the U.S. Code of Federal Regulations Title 23 and Section 165 of the Surface Transportation Assistance Act of the Surface Transportation Assistance Act of 1982, only such permanently incorporated steel materials as have been manufactured in the United States will be used on all Federal-Aid projects. Further, any pig iron and/or pelletized and reduced iron ore, used to produce permanently incorporated steel materials or permanently incorporated non-steel products must be manufactured in the United States.

Certification of Steel. All manufacturing processes of the steel material in a project (i.e., smelting, and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, drilling and the application of coatings, including iron.

3.14 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses from the Town of Narragansett, as may be required, and shall give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of permits and/or licenses shall be included in the prices bid for the various items listed in the Proposal. Copies of any approved/required permits and licenses shall be provided to Interstate Navigation Company prior to the beginning of work.

**END OF SECTION 00101
INSTRUCTIONS TO BIDDERS**

BID PROPOSAL FORMS

BID PROPOSAL

Bid Proposals Due: **November 1, 2023 at 2:30 PM**

Bid Proposal to be sealed/signed and Delivered to:

**Interstate Navigation Company
Attn: William McCombe
316 Great Island Road
Narragansett, RI 02882**

Project: **Replacement of the Loading Ramp at the
Port of Galilee Project
316 Great Island Road
Village of Galilee
Town of Narragansett, Rhode Island 02882
R.I. FAP # FBD-REGT (024) / R.I. CONTRACT NO. 2023CM-047**

Submitted By: _____
(company name)

(street)

(city, state, RI)

(Tel. & Fax nos.)

Company is existing and organized under the laws of the State of _____

doing business as: _____
(Corporation/Joint Venture/Limited Liability Company/Individual)

1. BID

Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and in the Contract Documents consisting of the Project Drawings and Project Manual prepared by St. Jean Engineering, LLC and James J. Geremia & Associates, Inc., for the above mentioned project, we the undersigned, hereby propose to enter into Contract and furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the entire project to perform the Work for the bid of:

The Sum of: _____
(written in words)

\$ _____ (written in
figures)

2. ADDENDA

The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _____

Addendum No. 2, dated _____

3. BID SIGNATURE

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud. The undersigned bidder declares that this Bid shall be irrevocably open to acceptance for sixty (60) days from the Bid closing date. The undersigned bidder submits herewith a proposal guarantee in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee shall be forfeited to Interstate Navigation Co. as liquidated damages if the required contract agreement and contract bond are not executed within the ten (10) days of the notice of award.

All surety companies must be listed with the Department of Treasury, Fiscal Services, Circular 570, (Latest Revision published by The Federal Register). Interstate Navigation Co. reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the Owner. The undersigned bidder further agrees, if awarded the contract on this proposal to begin work within ten (10) calendar days of the notice to proceed unless otherwise specified under special provisions or permitted by the Owner or the Owner's Representative, and further agrees to substantially complete the work within a period of **sixty (60) calendar days from Notice to Proceed**.

Respectfully Submitted by:

(Name of Firm)

(Signature)

(Title)

(Street)

(City, State, Zip Code)

Corporate Seal:



SECTION 00312
APPENDIX A – LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referenced in the bid submitted by:

(Bidder) _____

(Owner) **Interstate Navigation Company.**

Dated _____ and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

<u>WORK SUBJECT</u>	<u>NAME AND ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION 00312
APPENDIX A – LIST OF SUBCONTRACTORS

**SECTION 00313
APPENDIX B – COST BREAKDOWN**

Herewith is the bid breakdown of costs submitted by:

(Bidder) _____

(Owner) **Interstate Navigation Company**

Dated _____ and which is an integral part of the Bid Form.

Bid Item #	Estimated Quantity	Brief Description: Amount in Words and Figures	Extended Total
1	1 L.S.	Lump Sum Price for Site Mobilization, Demobilization, Start-Up, Storage, Traffic Control, Bonds, Insurances, Permit Fees, Shop Drawings, As-Built and Miscellaneous Costs incidental to project initiation, Complete _____ Dollars and _____ Cents, \$ _____	\$
2	1 L.S.	Lump Sum Price to Furnish & Install ½-Inch Steel Diamond Plate (21' x 23'-5"), I-Beams, Hardware, Welding and Related Appurtenances, Complete _____ Dollars and _____ Cents, \$ _____	\$
3	1 L.S.	Lump Sum Price to Hop Dip Galvanize all Structural Steel, Complete _____ Dollars and _____ Cents, \$ _____	\$
4	1 L.S.	Lump Sum Price for the Removal and Disposal of the Existing Steel Ramp, Cabling, I-Beams, Fasteners and Related Appurtenances, Complete _____ Dollars and _____ Cents, \$ _____	\$
5	1 L.S.	Lump Sum Price for the Transportation of the New Loading Ramp to the Jobsite, Pre-assembling the Three Sections, Re-Cabling the Lifting System, Complete _____ Dollars and _____ Cents, \$ _____	\$
6	1 Allowance	Allowance for Miscellaneous Repairs to the Remaining Equipment, Complete _____ Dollars and _____ Cents, \$ _____	\$

TOTAL BID PRICE \$ _____

**END OF SECTION 00313
APPENDIX B – COST BREAKDOWN**

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as*

REPLACEMENT OF THE LOADING RAMP AT THE PORT OF GALILEE, NARRAGANSETT, RI

ARTICLE 2 – THE PROJECT

1. *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

The work consists of the removal and disposal of the existing loading ramp and the furnishing and installation of a new loading ramp at the Galilee State Pier, Narragansett, RI.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by RICHARD ST. JEAN, P.E.

3.02 The Owner has retained ST. JEAN ENGINEERING, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. This project is scheduled to be substantially completed within **sixty (60) calendar days from the Notice to Proceed.**

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$250.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00** for each day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a **TOTAL SUM OF _____**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Retainage withheld from each progress payment will be in accordance with Title 37 – Public Property and Works, Chapter 37-12 (Contractor's Bonds), Section 37-12-10 of the General Laws of Rhode Island.

6.03 *Final Payment*

- A. **Final payment will be made in accordance with Title 37 – Public Property and Works, Chapter 37-12, Section 37-12-10 Retainers Relating to Contracts for Public Works or Sewer or Water Main Construction.**

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. In connection with the performance of Work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition or developmental disability. This provision 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. Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Contractor agrees to post in conspicuous places, available for

employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

- K. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to █, inclusive).
 2. Performance bond (pages █ to █, inclusive).
 3. Payment bond (pages █ to █, inclusive).
 4. Other bonds.
 - a. █ (pages █ to █, inclusive).
 5. General Conditions (pages █ to █, inclusive).
 6. Supplementary Conditions (pages █ to █, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of █ sheets with each sheet bearing the following general title: █ [or] the Drawings listed on the attached sheet index.
 9. Addenda (numbers █ to █, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 01010
SUMMARY OR WORK

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contract Description
- B. Contractor use of site and premises
- C. Description of Work

1.2 CONTRACT DESCRIPTION

- A. Contract Type: Stipulated Price as described in EJCDC C-520 Agreement Between Owner and Contractor for Construction Contract.

1.3 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - Work by Others and Work by Owner.
 - Construction shall be scheduled and coordinated with Interstate Navigation Company operations/seasonal schedules so as to minimize interferences and interruptions with ferry service operations.

1.4 DESCRIPTION OF WORK

- A. The Work under this Contract involves providing all equipment, tools, labor and materials to remove and replace the existing loading ramp and furnish and install a new loading ramp as follows:
 - 1. The steel plate is to be hot dipped galvanized in accordance with ASTM requirements.
 - 2. Shop drawings shall be submitted within thirty (30) days from the Notice to Proceed.

1.5 CONSTRUCTION GUIDELINES

- A. Completion time for the Work of this contract shall be **within sixty (60) calendar days from the Notice to Proceed.**

END OF SECTION 01010
SUMMARY OF WORK

SECTION 01019

CONTRACT CONSIDERATIONS

1. PART 1 - GENERAL
 - 1.1 SECTION INCLUDES
 - A. Schedule of values
 - B. Application for payment
 - 1.2 RELATED SECTIONS
 - A. Section 00520 (EJCDC C-520) Agreement Between Owner and Contractor for Construction Contract.
 - B. Section 01300 – Submittals: Schedule of Values.
 - C. Section 01600 – Material and Equipment: Product Substitutions.
 - 1.3 SCHEDULE OF VALUES
 - A. Submit a printed schedule on EJCDC C-620 Contractor's Application for Payment. Contractor's standard form or electronic media printout will be considered.
 - B. Submit Schedule of Values for Owner's Approval in duplicate within 15 days after date of Owner-Contractor Agreement.
 - C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds, and insurance.
 - D. Include on a separate line, the total directly proportional amount of Contractor's overhead and profit.
 - E. Bid value shall include all necessary and anticipated contractor expenses to perform the work.
 - 1.4 APPLICATIONS FOR PAYMENT
 - A. Submit four copies of each application on EJCDC C-620 - Contractor's Application for Payment to **Owner's Project Coordinator** for verification and approval.
 - B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
 - C. Payment Period: Monthly

- D. Waiver of Liens
- E. Include forms as may be required by Owner

**END OF SECTION 01019
CONTRACT CONSIDERATIONS**

SECTION 01025

MEASUREMENT AND PAYMENT

1.00 PART 1 - GENERAL

1.1 SUMMARY:

- A. This section describes the measurement of and the payment for the work to be done under the items listed in the Bid Form.

1.2 PRICES INCLUDE:

- A. The prices stated in the Proposal include full compensation for:
 - 1. Furnishing all the labor, equipment and material needed for, and for performing the work and building the structures contemplated by the Contract and also for assuming all risks of any kind for expenses arising by reason of the nature of the soil, ground water, or the action of the elements.
 - 2. Obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith.
 - 3. All expenses incurred by or on account of the suspension, interruption or discontinuance of work.
 - 4. The cost of the surety bond and adequate insurance.
 - 5. All taxes, fees, union dues, etc., for which the Contractor may be or become liable arising out of his operations incidental to the Contract.
 - 6. Equipment on the site and away therefrom.
 - 7. Tools, implements and equipment required to build and put into good working order all work contemplated by the Contract and maintaining and guaranteeing the same as provided.
 - 8. Fulfilling all obligations assumed by the Contractor under the Contract and its related documents.
- B. Owner shall pay and the Contractor shall receive the prices stipulated in the Bid Proposal made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- C. The work shown on the drawings or specified or required to complete the work but not listed separately under the list of items in the Bid Proposal shall be included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.

- D. All damaged or disturbed items of work, or items required to be removed and replaced due to construction purposes and operations that are not listed in the Bid Proposal, shall be restored, replaced or repaired by the Contractor in a manner satisfactory to the Engineer, at no additional expenses to the Owner.

1.3 LUMP SUM PRICE:

- A. The lump sum price stated in the BID shall constitute full compensation for all labor, equipment, materials and all incidental and appurtenant work required or necessary to satisfactorily complete the specified work in accordance with the contract documents and specifications.
- B. Payment for the lump sum price will be computed on the basis of the percentage of work completed on each item in the contract Bid Proposal. The Contractor's breakdown submitted to the Engineer of the lump sum bid items will be used only as a guide to determine percentage of completion.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

A. BID ITEMS:

1. Bid Item #1 (Lump Sum): The lump sum price for this item shall constitute full compensation for **site mobilization, demobilization, start-up, storage, traffic control, bonds, insurances, permit fees, shop drawings, as-built and miscellaneous costs incidental to project initiation**. The lump sum price for this item shall constitute full compensation for preparing for and performing everything required under this contract except where payment is definitely provided for under other items. Said work may include, but is not limited to, project coordination and meetings, project signage, and for cleaning up the entire site of the work upon completion.
2. Bid Item #2 (Lump Sum): This task shall be measured as a lump sum price to **furnish ½-inch steel diamond plate, 21' x 23'-5", I-beams, hardware, welding and related appurtenances**. The lump sum price for this item shall constitute full compensation.
3. Bid Item #3 (Lump Sum): The lump sum price for this item shall constitute full compensation to **hot dip galvanize all structural steel** in accordance with ASTM A153/A153M, A123/A123M, A385/A385M, A384/A384M and A143/A143M as applicable.
4. Bid Item #4 (Lump Sum): The lump sum price for this task shall constitute full compensation for the **removal and disposal of the existing steel ramp, cabling, I-beams, fasteners and related appurtenances**.
5. Bid Item #5 (Lump Sum): The lump sum price for this task shall constitute full compensation for the **transportation of the new loading ramp to the jobsite, pre-assembling the three sections, re-cabling the lifting system and the labor and equipment necessary to provide a fully operational ramp**.
6. Bid Item #6 (Allowance): This bid item is for the **miscellaneous repairs to the material that is to remain** and shall constitute full compensation for all materials

and labor provided to prepare the necessary modifications during the project as determined by the Engineer.

- a. The Allowance for miscellaneous repairs in the Bid Proposal is an estimated figure for comparison of bids only. The actual amount to be paid under this allowance will be the price negotiated between the Owner and the Contractor at each occurrence.
- b. The Allowance does not include any costs associated with lump sum items and/or services for which specific payment is provided for in the Bid Proposal.

**END OF SECTION 01025
MEASUREMENT AND PAYMENT**

SECTION 01027

APPLICATIONS FOR PAYMENT

1. PART 1 - GENERAL
 - 1.1 SECTION INCLUDES
 - A. Procedures for preparation and submittal of applications for payment.
 - 1.2 RELATED SECTIONS
 - A. Agreement and Conditions: Contract Sum/Price, amounts of progress payments and retainages, time schedule for submittals, Progress payments and final payment.
 - B. Section 01019 - Contract Considerations
 - C. Section 01300 - Submittals: Submittal procedures
 - D. Section 01700 - Contract Closeout: Final payment
 - 1.3 FORMAT
 - A. EJCDC C-620 - Contractor's Application for Payment
 - B. For each item, provide a column for listing each of the following:
 1. Item Number
 2. Description of work
 3. Scheduled Values
 4. Previous Applications
 5. Work in Place and Stored Materials under this Application
 6. Authorized Change Orders
 7. Total Completed and Stored to Date of Application
 8. Percentage of Completion
 9. Balance to Finish
 10. Retainage
 - 1.4 PREPARATION OF APPLICATIONS
 - A. Present required information in typewritten form or on electronic media printout.
 - B. Execute certification by signature of authorized officer.
 - C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

- D. Execute certification by signature of authorized officer
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products
- F. List each authorized Change Order as an extension on EJCDC C-620, listing Change Order number and dollar amount as for an original item of Work
- G. Prepare Application for Final Payment as specified in Section 01700

1.5 SUBMITTAL PROCEDURES

- A. Submit three copies of each Application for Payment to the Engineer for verification and submittal to the Owner.
- B. Submit an updated construction schedule with each Application for Payment to the Engineer and verification and submittal to the Owner.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Submit with transmittal letter as specified for Submittals in Section 01300
- E. Submit waivers.

1.6 SUBSTANTIATING DATA

- A. When Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- C. Include the following with the application:
 - 1. Current construction photographs specified in Section 01300 - Submittals
 - 2. Partial release of liens from major Subcontractors and vendors
 - 3. Record documents as specified in Section 01300 – Submittals, for review by the Owner which will be returned to the contractor.
 - 4. Affidavits attesting to off-site stored products.
 - 5. Construction progress schedules, revised and current as specified in Section 01300 – Submittals.

**END OF SECTION 01027
APPLICATIONS FOR PAYMENT**

SECTION 01039
COORDINATION & MEETINGS

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination
- B. Field engineering
- C. Preconstruction conference
- D. Site mobilization conference
- E. Progress meetings
- F. Pre-installation conferences
- G. Examination
- H. Preparation
- I. Alteration project procedures

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with available site utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

1.3 FIELD ENGINEERING NOT USED

1.4 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner and/or Owner's Representative and Contractor.

- C. Agenda, if not already performed at initial closing:
1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule
 2. Designation of personnel representing the parties in Contract, and the Engineer
 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures
 4. Scheduling
 5. Use of premises by Owner's Representative and Contractor
 6. Owner's Representative's requirements
 7. Construction facilities and controls
 8. Survey layout
 9. Security and housekeeping procedures
 10. Schedules
 11. Procedures for testing
 12. Procedures for maintaining record documents
 13. Inspection and acceptance of new work

1.5 PROGRESS MEETINGS

- A. Owner to schedule and administer meetings throughout progress of the Work at intervals as may be required.

**END OF SECTION 01300
COORDINATION & MEETINGS**

SECTION 01300

SUBMITTALS

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures
- B. Product Data
- C. Certificates

1.2 RELATED DOCUMENTS

- A. The drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and relevant sections of these Specifications, apply to the work specified in this Section.
- B. Section 01700 - Contract Closeout: Contract warranties and closeout submittals

1.3 SUBMITTAL PROCEDURES

- A. Submittals shall be clearly identified as to project name, Owner, Engineer, Contractor, Subcontractor or Supplier, Manufacturer or Fabricator, and the item's name and location. Adequacy of submittals shall be subject to the Engineer's approval.
- B. It shall be the responsibility of the Contractor to submit shop drawings, product data, and samples in accordance with the above schedules. Any shop drawings or other assembly/installation drawings not prepared by the Owner's Project Engineer shall bear the seal and signature of a Professional Engineer licensed to practice in the State of Rhode Island. Failure to do so will not justify a delay in time of completion of the work.
- C. Emergency Contact: The Contractor shall submit to the Owner' Representative, and Engineer, a list including the names, addresses and telephone numbers of key members of their organization including Superintendent, Company Owner, and personnel at the site to be contacted in the event of emergencies at the building site which may occur during non-working hours.
- D. Transmit each submittal (i.e., AIA Form G810) or contractor's own equivalent as previously approved by the Engineer.
- E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.

- G. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- H. Schedule submittals to expedite the Project and deliver to the Engineer at James J. Geremia & Associates, Inc., 272 West Exchange St., Suite 201, Providence, RI 02903 (business address). Tel. (401) 454-7000; Email: jim@geremiaengineering.com.
- I. For each submittal for review, allow fourteen (14) calendar days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Engineer review stamps and/or signatures.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute copies of reviewed submittals to the applicable vendors and contractors. Instruct parties to promptly report any inability to comply with requirements.

1.4 PROPOSED PRODUCTS LIST

- A. Within fifteen (15) days after date of Owner-Contractor Agreement, submit list of State-approved major products proposed for use, with name of manufacturer, trade name, and model number of each product, as applicable.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. The following procedure for submission and approval of descriptive data shall be followed:
 - 1. The Contractor shall receive the descriptive data from the various Subcontractors and Suppliers. He shall verify under signature on a letter of transmittal that it has been check for agreement with the Contract requirements.
 - 2. The Engineer will review the descriptive data for general compliance with the information given in the Contract Documents only.
- B. Product Data For Review:
 - 1. Submitted to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

1.6 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application Subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and notarized certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

**END OF SECTION 01300
SUBMITTALS**

SECTION 01400
QUALITY CONTROL

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation
- B. Tolerances

1.2 RELATED SECTIONS

- A. Section 01019 – Contract Considerations
- B. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates
- C. Section 01600 - Material and Equipment: Requirements for material and product quality

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, material storage and workmanship, to produce Work of specified quality.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Engineer before proceeding.
- C. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform Work by persons qualified to produce required and specified quality.

END OF SECTION 01400
QUALITY CONTROL

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, and Protection of the Work & stockpiled materials.
- C. Construction Facilities: Progress cleaning, project signage, and temporary buildings and machinery.
- D. Fire prevention

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning

1.3 RESPONSIBILITY AND COMPLIANCE

- A. All requirements set forth under this Section are directed to the Contractor except where otherwise noted.
- B. The Contractor shall be responsible for facilities as specified herein and as required for proper and expeditious prosecution of the work.
- C. The requirements of Section 01500 are in addition to, not in lieu of other protection and temporary controls contained elsewhere in these specifications.

1.4 SECURITY AND PROTECTION

- A. Provide and maintain all security precautions and proper protective measures as may be required to adequately protect the building, Interstate Navigation Co. employees, the public, and other interests of the Owner from hazards resulting from or related to the work performed hereunder.
- B. Repair any damage to the building(s), docks, piles or other on-site and adjacent property that takes place during the contract period to the satisfaction of the Owner's Representative and the Engineer.
- C. Furnish, erect, and maintain temporary fencing and barricades to the extent required by the site conditions and as recommended by OSHA and as otherwise required for the protection of life and property during operations under the Contract. Provide all

perimeter barriers and environmental protections as may be required by the RIDEM and the CRMC.

- D. Construct barricades and protective facilities in accordance with local and State regulations. Furnish and install all signs, lights, reflectors, and all such protection facilities as may be required.
- E. Keep all walks, public ways, and parking/queuing areas clear of debris, materials and construction equipment during construction phase. Repair fences, poles and the like where disturbed during the construction operations, and leave them in as good condition after completion of the Work as before operations started.
- F. Protect all planting, landscaping, and site improvements to remain.
- G. Remove all snow and ice, which may impede the work, damage the finishes or materials or be detrimental to workmen.
- H. Assume responsible for all glass breakage and ensure that all broken glass is removed.

1.5 ACCIDENT PREVENTION

- A. Comply with all Federal, State and municipal recommendations and requirements for safety, and accident prevention, and those of the Associated General Contractors of America, and the American Standards Association Standard A10.2. Ensure that the Field Superintendent conducts regular, frequent inspections of the site for compliance with safety regulations.
- B. Neither the Owner, the Owner's representative, nor the Engineer shall be responsible for providing a safe working place for the Contractor, Subcontractors, or their employees, or any individual responsible to them for the Work.

1.6 TEMPORARY ELECTRICITY

- A. Cost: By Contractor; provide portable generators as necessary. Owner may provide shoreline power connections for minor temporary electric connections.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

1.7 TELEPHONE SERVICE

- A. The Contractor shall provide cell phone contact information in order to facilitate easy communication with the key project personnel.

1.8 TEMPORARY SANITARY FACILITIES

- A. The Contractor and their subcontractors may use the sanitary facilities provided by Interstate Navigation Co. located within the Main Terminal Building.

1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's Representative's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect stored materials, site, and structures from damage.

1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.11 SECURITY

- A. The Contractor is solely responsible for securing project materials. Coordinate with the Owner's Representatives with regard to maintaining security during construction.

1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site daily and dispose of off-site.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.14 PREVENTION OF FIRE

- A. Before beginning any work on the site, the Contractor shall confer with the Owner's Project Representative and outline to him the precautions which he, the Contractor, proposes to take against fire, including his methods of ensuring that the minimum fire prevention requirements listed herein will be complied with at all times.
- B. The Contractor shall take all necessary precautions for the prevention of fire during construction. He shall be responsible that the area within contract limits is kept orderly

and clean and that combustible rubbish is promptly removed from the site. The Contractor shall comply with all official recommendations of the local fire department.

- C. The Contractor shall provide and maintain in good working order under all conditions, suitable and adequate fire protection equipment and services.
- D. Strict safety precautions shall be observed when burning with a torch or using other open flames near any flammable structure or assembly. The Contractor shall provide adequate type and number of portable fire extinguishers so that wherever and whenever a torch or open flame is used a fire watch armed with an appropriate fire extinguisher shall be used.

1.15 OVERLOADING

- A. Do not permit any section of the existing ferry ramp assemblies, steel bulkhead, shoreland paving/concrete aprons to be loaded beyond designed live loads.

**END OF SECTION 01500
CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

SECTION 01600
MATERIAL & EQUIPMENT

1. PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and handling
- C. Storage and protection
- D. Product options
- E. Substitutions

1.2 RELATED SECTIONS

- A. Document 00101 - Instructions to Bidders: Product options and substitution procedures
- B. Section 01400 - Quality Control: Product quality monitoring

1.3 PRODUCTS

- A. Do not re-use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced as may be applicable.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. The Contractor must coordinate any storage of construction materials and/or equipment with the Owner's Representative.
- B. Store and protect Products in accordance with manufacturers' instructions with seals and labels intact and legible as applicable.

- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide off-site storage and protection when project site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. The Engineer will consider requests for Substitutions only within thirty (30) days after date established in Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same, or better, warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner's Representative.

4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse the Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit two (2) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on the proposer.
 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

**END OF SECTION 01600
MATERIAL & EQUIPMENT**

**SECTION 01700
CONTRACT CLOSEOUT**

1. PART 1 - GENERAL
 - 1.1 SECTION INCLUDES
 - A. Closeout procedures for substantial completion and final acceptance
 - B. Final cleaning
 - 1.2 RELATED SECTIONS
 - A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
 - 1.3 CLOSEOUT PROCEDURES
 - A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
 - B. Provide submittals to the Engineer that are required by governing or other authorities.
 - C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
 - 1.4 FINAL CLEANING
 - A. Execute final cleaning prior to final project assessment.
 - B. Clean debris from site and drainage systems.
 - C. Clean site; sweep paved areas, rake clean landscaped surfaces.
 - D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

**END OF SECTION 01700
CONTRACT CLOSEOUT**

APPENDIX A

Required Forms - Federal Funded

**These Forms Need To Be Signed and Submitted With Bid Offer -
Failure To Do So May Result in Bid Disqualification**

Contract Number:

Contract Name:

Revised: 4/12/2002

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

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

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

State of _____

County of _____

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

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

Contract Number:

Contract Name:

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

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

- a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily Excluded from covered transactions by any Federal department or agency;
- b.) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;
- d.) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Print Name: _____

Signature: _____

Date: _____

Contract Number:

Contract Name:

Conflicts Disclosure Policy

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

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

Conflicts Disclosure Statement

RE:

I, _____ hereby certify as follows:

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

PLEASE CHECK THE APPROPRIATE BOX:

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

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

Name	Title	RIDOT Division

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

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

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

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

SIGNATURE

DATE

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

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

Project Number:

Project Name:

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Project Number:

Project Name:



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

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

APPENDIX A

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

Project Number:

Revised: 5/15/92

Project Name:

BID CONDITIONS

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

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

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

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

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

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

1. As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority.
 - (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$ 10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in a approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical

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

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability to employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all on site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved

by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation is assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection procedures.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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

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

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

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

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

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

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

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

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

15. Nothing herein provided shall be construed as a limitation upon application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area

residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.).

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

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

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

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

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

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

Name

Date

Project Name: _____

DBE SPECIAL PROVISION

**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION
CERTIFICATION FOR CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project # _____, I hereby certify that I am the
_____ and duly authorized representative of _____ whose
address is _____.

I do hereby certify that it is the intention of the above organization, as a prime contractor, or as a prime consultant, to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) to participate in this contract as subcontractors, subrecipients, and/or as suppliers of materials and services. I agree to comply with the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the Rhode Island Department of Transportation (RIDOT), including the Office of Civil Rights, has reviewed and approved the affirmative actions taken by the above organization. I understand and agree to contact the RIDOT Office of Civil Rights (OCR) DBE Liaison Officer (DBELO) or his/her OCR staff representative, for questions related to the implementation of contracting obligations related to the 49 CFR 26, and this provision, and follow the guidance and instructions given. The OCR DBELO and staff will analyze each situation on a case-by-case basis, and will issue findings, including resolving any vagueness and/or ambiguities in RIDOT policies and procedures, and/or standard specifications, based on the 49 CFR 26, its published guidance, and the guidance given by the FHWA and FTA liaisons to RIDOT, considering the language, purpose, and intent of the 49 CFR 26.

I. DBE Goal (%)

The Department has established, in connection with this contract, a DBE goal, as specified in the proposal of the original contract amount, for the utilization of firms owned and controlled by socially and/or economically disadvantaged individuals certified as DBEs by the Rhode Island Unified Certification Program (RIUCP). This DBE goal remains in effect for the life of the project. Therefore, throughout the life of the contract, the contractor must proactively make, document, and submit good faith efforts to meet the contract goal and its commitments to each DBE approved in the contractor's DBE Utilization Plan.

DBE regulations require RIDOT to track both race-conscious DBE participation (i.e., via individual contract goals), and race-neutral DBE participation (i.e., participation beyond contract goals). Both race-conscious and race-neutral DBE participation directly impact RIDOT's overall 3-year DBE participation goals. There is a direct correlation between the amount of race-neutral DBE participation and individual DBE contract goals. Increased race-neutral DBE participation could ultimately result in fewer and lower contract goals assigned to future contracts. Therefore, if a contract has a 0% DBE goal, RIDOT and/or the contractor should make an effort to identify, use DBEs, and report the DBE participation to RIDOT's DBELO for calculation as race-neutral participation.

Contract Assurance As a recipient of federal funds, the U.S. Department of Transportation (USDOT) requires RIDOT to include the following paragraph in contracts for federally funded projects. It applies

to the bidder, and the bidder must also include it in each subcontract it in each subcontract agreement executed for this contract:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these applicable requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient (RIDOT) deems appropriate, which may include, but is not limited to 1) withholding monthly progress payments, 2) assessing sanctions, 3) liquidated damages, 4) disqualifying the contract from future bidding as non-responsible.

II. DEFINITIONS:

Administrator. Administrator, Civil Rights Program (RIDOT).

Commercially Useful Function. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.

Contractor. Prime Contractor on construction contracts. Prime consultant on professional services contracts.

DBE Liaison Officer (DBELO). Department employee responsible for developing the DBE Program Plan manual, and monitoring and reporting on its implementation, and recommending corrective actions to bring RIDOT, contractors, subcontractors, and subrecipients into compliance with DBE requirements.

DBE Participation. DBE Participation and Commitment that is documented on the DBE Utilization Form. (See, also, "Race-conscious measures (goals) or programs" and Race-neutral measures (goals) or programs," defined below.)

Disadvantaged Business Enterprise (DBE). A for-profit small business concern:

1. An entity certified by the Rhode Island Unified Certification Program (RIUCP), administered by the Department of Administration Office of Diversity, Equity, and Opportunity (ODEO)/Minority Business Enterprise Compliance Office (MBECO), as listed on <http://odeo.ri.gov/>.
2. That meets the ownership and control requirements of the DBE certification program.
3. That meets the Personal Net Worth requirements of the DBE certification program.

Good Faith Efforts (GFE).

GFE Administrative Review (GFEAR) Group. A group of at least three (as selected and required by the DBELO representing the Office of Civil Rights DBE section) that includes the DBELO or his/her designated staff representative, and other RIDOT personnel that will perform the Administrative Reconsideration appeal review of an initial Good Faith Effort determination. GFEAR can perform an appeal review at any phase of a contract; pre-award or post-award.

GFE Group. The group that makes the initial Good Faith Effort review. The GFE Group can perform a good faith effort review at any phase of a contract; pre-award or post-award.

Joint Venture. A “Joint Venture,” for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Manufacturer. A DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Race-conscious measures (goals) or programs. Are those that are focused specifically on assisting DBEs. For example, the establishment of contract goals for DBE participation is a race conscious measure.

Race-neutral measures (goals) or programs. Are those that are, or can be, used to assist all small businesses, including DBEs. Race-neutral DBE participation includes, but is not limited to, any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Regular Dealer. A DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Whether a DBE firm meets the criteria for being treated as a regular dealer is a contract-by-contract determination to be made by the Department.

Subcontractor. Subcontractor on construction contracts, or subconsultant on professional services contracts. A first-tier subcontractor has an agreement directly with a prime contractor. A second-tier subcontractor has an agreement with a first-tier subcontractor. A third-tier subcontractor has an agreement with a second-tier subcontractor.

Shortfall. The difference between the dollar amount on the approved DBE Utilization Plan form(s) and the amount of payments to, and verified by, the approved DBE entities, and when the payments total less than the contract goal (i.e., the approved DBE commitments minus the verified payments).

Small Business Concern. Means, with respect to firms seeking to participate in USDOT- assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

Supplier. A manufacturer, regular dealer, or transaction expeditor/broker.

Transaction Expeditor/Broker. A DBE packager, broker, manufacturers' representatives, or other

persons who arrange or expedite transactions and who arrange for material drop-shipments.

III. PRE-AWARD PERIOD REQUIREMENTS FOR PROJECTS WITH A DBE GOAL.

All bidders must meet bid submission requirements at the time of bid opening, as a matter of responsiveness to the bid. Failure to be responsive to a bid will result in ineligibility for the contract award.

Prior to contract award and at the time of the opening of bids, the contractor shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':

- A. **EEO Officer. Submit the name and contact information of its** EEO Officer appointed to administer the Contractor's DBE obligations.
- B. **Submission Preparation.** The prime contractor is obliged to obtain and to provide all applicable NAICS codes for each proposed first-tier, and second-tier DBE, and work item numbers and codes corresponding with RIDOT's Engineers Estimate, that it will perform on the contract. Submit to the Department for approval any subcontractor and/or supplier and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Department, and include the name of the DBE, scope of work, and the actual dollar value.
 - Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- C. **Submission Requirements.** To adequately demonstrate sufficient commitments to meet or exceed the DBE contract goal, each bidder is required to submit evidence of such commitments at the bid opening as presented on DBE Utilization Plan Form, and documented good faith efforts.

When RIDOT's OCR determines that the bidder has not submitted sufficient commitments to meet the DBE contract goal established by the Department (the Department will not round up), OCR then will review the bidder's documented Good Faith Efforts (GFEs) used to attempt to meet the contract DBE goal. The bidder must demonstrate that the efforts made were those that a bidder seeking to meet the DBE goal established by the Department would make, given all relevant circumstances. All submissions must include, as a part of the GFE documentation, copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract.

- D. **Good Faith Effort Requirements.** The efforts demonstrated by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain sufficient DBE participation to achieve contract DBE goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The following actions illustrate the types of efforts that may be taken. This list is not deemed to be exclusive or exhaustive. The DBELO and/or GFE Group will consider other factors and types of efforts that may be relevant:

- Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the ODEO UCP website,

attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder should provide written notification, at least 15 calendar days before the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (ie. smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in and of itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of contract with its own work force does not relieve the bidder of the responsibility to make a GFE. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Bidder's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract DBE goal. Another practice considered an insufficient GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy the contract DBE goal.
- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- Efforts to effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case- by-case basis to provide assistance in the recruitment and placement of DBEs.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

IV. ACTIONS TO BE TAKEN BY THE DEPARTMENT DURING POST-QUALIFICATION AND BEFORE AWARD—

- a) Approval. If the apparent low bidder submits its DBE Utilization Plan Form by the bid date and meets the contract DBE goal and all other contract and DBE regulatory requirements, the Department will approve the submission.
- b) Good Faith Effort Review. If the apparent low bidder fails to meet the contract DBE goal, the Department will review the GFE documentation. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
 1. The DBELO or GFE Group either:
 - a) Determines that the GFE was met and the DBE Utilization Plan Form will be approved, or
 - b) Disapproves the GFE and the DBE Utilization Plan. The bidder will be notified and may accept the DBELO's determination or request an Administrative Reconsideration appeal with the GFEAR.
 2. If forwarded to them, the GFE Group meets and makes the final determination. If the GFE Group determines that the apparent low bidder met the GFE, the DBE Utilization Plan will be approved. If the GFE Group determines that the apparent low bidder has failed to make a GFE, the bid will be rejected, and the apparent low bidder will be notified, in writing, of the reasons for the rejection.
- c) The Department will provide their approval or rejection in writing.

V. POST-AWARD PERIOD REQUIREMENTS:

A. Counting of Participation and Commercially Useful Function (CUF)

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE participation toward meeting the DBE goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time that submission of the bids are due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

Construction/Consultant Services. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price,

determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

Prime Contractor/Prime Consultant. The Department, per USDOT regulations, and state law, requires that all prime contractors/consultants perform at least forty percent (40%) of the work. A DBE prime contractor will receive credit for all work performed with its own forces. RIDOT strongly encourages DBE prime contractors/consultants to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

Subcontractor. When a DBE participates in a contract directly as a subcontractor, or as a second-tier, count only the value of the work that the DBE actually performs. The Department only will allow DBE credit for work performed by first-tier and second-tier DBE subcontractors.

- a) Count the entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.
- b) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.
- c) Count expenditures to a DBE subcontractor only if the DBE is performing a CUF on that contract.
- d) Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
 - e) The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.
 - f) The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - g) Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
 - h) All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing

agreements, as necessary. (Off-the-road equipment, such as “Euclids,” may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:

- i) A DBE must perform or exercise responsibility for at least forty percent (40%) percent of the total cost of its contract with its own work force.
- j) The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
- k) The personnel must have a specialized expertise which has not been mastered by the DBE’s own skilled/supervising/managerial personnel.
- l) Such personnel must be placed on the DBE’s payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
- m) Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, is not consistent with the CUF guidelines.
- n) To place entire work crews on DBE’s payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
- o) A DBE’s use of equipment owned by a prime contractor or another subcontractor is inconsistent with the CUF guidelines and will result in noncompliance.

Materials and Supplies. A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor’s probable needs, a supplier, not a contractor, may place orders for production with manufacturers.

All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:

- a) For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
- b) If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
- c) If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.

- d) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.

DBE Manufacturer. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.

DBE Regular Dealer. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies.

DBE Broker. If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

Trucking Firms. Count 100% of trucking costs using the following factors to determine what can be counted:

1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and

identification number of the DBE. A lease must explicitly state that the DBE leases trucks without operators when the counting of the total value of transportation services is desirable.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

Pass-through. Supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass-through operations are not commercially useful functions and will not be counted toward contract goals.

Management. The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

Workforce. In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

Certification. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the time of the execution of the contract or issuance of the purchase order, RIDOT will

not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i). DBEs must be certified in the NAICS codes that are applicable to the work to be performed.

RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.

DBE Participation Credit. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

VI. ACTION TO BE TAKEN BY THE DEPARTMENT DURING POST-AWARD

To ensure that all obligations awarded to DBEs under this contract are met, the Department will review the Contractor's DBE involvement efforts during the performance of the project whether or not the DBE is listed on the approved DBE Utilization Plan. The review will include a CUF review and analysis.

Sanctions. Upon completion of the work the Department will review the actual DBE participation and make a determination regarding the Contractor's compliance with the applicable requirements. Sanctions

may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage and subtracting the dollar value of the eligible work actually performed by DBE subcontractors, for which the DBEs have verified payments received. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>. Links to the 49 CFR 26 regulations, and to the USDOT published guidance on how to interpret certain sections of the regulations:
- <https://www.ecfr.gov/cgi-bin/text-idx?SID=ba0d6b5c8e33f26453add22334d6af4d&mc=true&node=pt49.1.26&rgn=div5>
- <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>
- <https://cms8.dot.gov/sites/dot.gov/files/2020-01/docr-20180425-001part26qa.pdf>
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A

Consultant will be required to sign this Certification at the time of the contract execution, or the award of contract will be nullified.

VII. ACTIONS REQUIRED BY THE CONTRACTOR DURING POST-AWARD.

- a) **DBE Participation.** Must continue to make GFEs for the life of the project. When the DBE Utilization Plan is approved with DBE participation less than the contract DBE goal, continue GFE toward meeting the contract DBE goal. Ensure that the Commitment is attained. Proof of attainment is documented by verified payments to DBEs, submitted to the Department, and approved by OCR.
- b) **DBE Subcontractor Approval.** The prime contractor will not receive credit towards the DBE goal for work performed by a DBE prior to the approval date of the DBE Utilization Plan by RIDOT's Office of Civil Rights DBE staff.

All firms listed on the approved DBE Utilization Plan, including those business types other than subcontractors (i.e. dealers, truckers, service providers), must be submitted for approval after the contracts are executed, and before the DBE's actual performance of work. The subcontractor request must be equal to or greater than the committed amount. Submit for subcontractor approval any other DBE whether or not they are listed on the DBE Utilization Plan. When submitting request for subcontractor approval, attach a copy of the DBE subcontract or agreement, and any contract amendments, thereafter.

- c) **Termination/Replacement.** Obtain approval from RIDOT's Office of Civil Rights (OCR) before terminating or replacing (aka, substituting) a DBE or making any change to the DBE participation listed on the approved DBE Utilization Plan, including for reduction of work items, which federal USDOT regulations treat as termination. Immediately request authorization from RIDOT's OCR in writing by completing DBE Termination/Replacement Request Form. The request must include documentation supporting the termination or replacement, and written agreement from the DBE to the change. Include proof that the contractor sent a certified letter to the DBE, giving the DBE five (5) days to respond with acceptance or rejection of the termination or reduction of its work, and notification to RIDOT's OCR. Demonstrate that every effort has been made to allow the DBE to perform. RIDOT's OCR will review submitted documented efforts to determine whether the contractor has adequately demonstrated good cause, written notice, and good faith efforts
1. If DBE replacement is agreeable between the Contractor and the DBE, document the following procedures:
 - Make and submit documented GFE (Actions required by the bidder at the bidding stage and prior to award for projects with a DBE Goal) to subcontract the same work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall. A prime contractor's inability to find a replacement DBE at the contract price is not, in and of itself, adequate to support a finding that GFEs have been made to replace the original DBE. The fact that the prime contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the prime contractor of the obligation to make GFEs to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
 - When the substitution results in meeting the DBE goal, complete a revised subcontractor

approval request within seven (7) days. If the DBE performed on the project, the revised subcontractor approval request should include the total amount paid to the DBE before the DBE substitution.

- When the substitution does not result in meeting the DBE goal, provide additional GFE documentation, including (1) a statement of efforts made to negotiate with DBEs for specific work or supplies, including the names, addresses, telephone numbers, and emails of those DBEs that were contacted; (2) the time and date each DBE was contacted; (3) a description of the information provided to DBEs regarding plans and specifications for portions of the work to be performed or the materials supplied; and (4) an explanation of why an agreement between the prime contractor and DBE was not reached. If the DBE performed on the project, the revised DBE Utilization Plan should include the total amount paid to the DBE before the DBE substitution.
- Good Faith Effort Review. RIDOT will review the GFE documentation for substitution. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
 1. The RIDOT reviews and makes recommendation to the GFEAR for their determination.
 2. The GFEAR either:
 - a. Approves recommendation that the GFE was met and the substitution will be approved, or
 - b. Disapproves the GFE resulting in a shortfall requiring the contractor to continue GFEs.

The prime contractor will not be eligible to receive credits towards the DBE goal until OCR approves the substituted DBE firm.

If the projected DBE participation on an approved DBE Utilization Plan meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. However, OCR could recommend sanctions for other non-compliance issues (e.g. non-compliance with prompt payment requirements, failure of DBE to perform a commercially useful function (CUF), failure to comply with Termination/Replacement requirements, etc.).

2. If the arrangement for DBE replacement is not agreeable between the Contractor and the DBE, the following procedures are required:
 - The Contractor is not eligible for credit for DBE work performed prior to OCR's approval of the DBE replacement.
 - The DBELO and/or GFE Group, or GFEAR, will review and make a determination and RIDOT will notify both the Contractor and the DBE.

Additional Work. When additional work is required for any classification of work, which is identified on the DBE Utilization Plan, to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that it cannot perform the work due to its own limitations.

Progress Payments. All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. The 49 CFR 26 Prompt Payment requirements apply to both DBE and non-DBE subcontracts. The Contractor must maintain adequate records to document its compliance with prompt

payment, and is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

Make payments in accordance with Section 109 of the RI Standard Specifications for Road and Bridge Construction. Document payments on the Contracting Invoice and as required in Prism and submit to RIDOT with each payment request. Contractor must issue prompt and full payment of retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily complete. For the purposes of prompt payment, a subcontractor's work is satisfactorily complete when all the tasks called for in the subcontract have been accomplished and documented as required by RIDOT. When RIDOT has made an incremental acceptance of a portion of the prime contract, the subcontractor covered by that acceptance is deemed to be satisfactorily complete.

Joint Check Procedure for DBEs: A prime contractor must receive written approval by RIDOT's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. The prime contractor shall submit joint check requests in writing to the RIDOT's DBELO along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

6. Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using the "DBE Request for Verification Payment" form. The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions including, but not limited to, those listed in Sections I. of this provision.
7. If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.
8. When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and Subcontractor on the "Certification of Progress Payment" form, the Department will pay the Prime Contractor for all work covered by the acceptance including the relevant portion of retainage due the Subcontractor.

Within thirty (30) days of receipt of such payment, the Prime Contractor shall pay the Subcontractor for all accepted Subcontract work including all retainage owed. For any payments the Prime Contractor receives for Subcontractor work, the Contractor shall complete RIDOT's payment verification form or any other form or process (e.g., entering required information into PRISM) required by the Department and shall submit the fully executed form(s) to RIDOT within ten (10) days of the Subcontractor signing the form.

Records and Reports. Keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:

- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
- The progress and efforts made in seeking out DBE contractor organizations and individual DBEs for work on this project.
- Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Record the payment information on Contractor Invoice and document the following:
 - The number of contracts awarded to DBEs, the work items performed with corresponding amounts, and total amount of each contract executed with each firm, and the execution date of each contract.
 - The amount paid to each DBE during each month, the amount paid to date, and retainage withheld. If no payments are made to a DBE during the month, enter a zero (\$0.00) payment.
 - Paid invoices and a certification by each DBE attesting to the actual amount paid to each firm, upon completion of each DBE's work. If the actual amount paid (as verified by each DBE) is less than the committed amount to each DBE, provide a complete explanation of the shortfall difference.

Maintain all such records for a period of three (3) years following acceptance of final payment from RIDOT to Contractor. Make these records available for inspection by the RIDOT, FTA and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material along with the Contractor Invoice to the Owner on a monthly basis.

Signature of Contractor or Consultant

Date

Printed Name of Contractor or Consultant

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Project Number: _____

Project Name: _____

Signed: _____

Date: _____

APPENDIX B
WAGE RATES

"General Decision Number: RI20230001 09/01/2023

Superseded General Decision Number: RI20220001

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	02/03/2023
3	03/17/2023
4	04/14/2023
5	05/12/2023
6	06/02/2023
7	06/16/2023
8	06/30/2023
9	08/25/2023
10	09/01/2023

ASBE0006-006 06/01/2023

	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).....	\$ 39.80	26.05

ASBE0006-008 09/01/2021

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 45.00	32.89

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRII0003-001 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 46.86	29.14

BRII0003-002 09/01/2022

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 46.54	30.34

BRII0003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 38.78	29.61

CARP0330-001 06/05/2023

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 42.78	30.00
Diver Tender.....	\$ 43.78	30.00

DIVER.....	\$ 55.93	30.00
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 43.78	30.00

FOOTNOTES:

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

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

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

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

 CARP1121-002 01/02/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.54	30.73

 ELEC0099-002 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 48.61	50.44%
Teledata System Installer.....	\$ 36.46	11.59%+15.31

FOOTNOTES:

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

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

 ELEV0039-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.36	37.335+a+b

FOOTNOTES:

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

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

 ENGI0057-001 06/01/2023

	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.....	\$ 45.55	29.45
GROUP 2.....	\$ 43.55	29.45
GROUP 3.....	\$ 39.17	29.45
GROUP 4.....	\$ 36.32	29.45
GROUP 5.....	\$ 42.60	29.45
GROUP 6.....	\$ 33.40	29.45
GROUP 7.....	\$ 27.40	29.45
GROUP 8.....	\$ 39.25	29.45
GROUP 9.....	\$ 43.17	29.45

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

ENGI0057-002 05/01/2023

	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.....	\$ 40.70	29.25
GROUP 2.....	\$ 33.40	29.25
GROUP 3.....	\$ 20.00	29.25
GROUP 4.....	\$ 33.98	29.25
GROUP 5.....	\$ 37.68	29.25
GROUP 6.....	\$ 37.68	29.25
GROUP 7.....	\$ 32.95	29.25
GROUP 8.....	\$ 32.33	29.25
GROUP 9.....	\$ 34.28	29.25

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 06/01/2023

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 44.82	29.90

GROUP 2.....	\$ 42.82	29.90
GROUP 3.....	\$ 42.60	29.90
GROUP 4.....	\$ 38.60	29.90
GROUP 5.....	\$ 35.75	29.90
GROUP 6.....	\$ 41.90	29.90
GROUP 7.....	\$ 41.47	29.90
GROUP 8.....	\$ 38.79	29.90

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 & 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 on cranes

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

IRON0037-001 03/16/2023

	Rates	Fringes
IRONWORKER.....	\$ 39.50	32.08

LAB00271-001 11/27/2022

BUILDING CONSTRUCTION

	Rates	Fringes
--	-------	---------

LABORER

GROUP 1.....	\$ 35.50	26.85
GROUP 2.....	\$ 35.75	26.85
GROUP 3.....	\$ 36.25	26.85
GROUP 4.....	\$ 36.50	26.85
GROUP 5.....	\$ 37.50	26.85

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

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

LAB00271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 55.40	24.15
Group 2.....	\$ 52.93	24.15
Group 3.....	\$ 42.45	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Free Air		
Group 1.....	\$ 46.00	24.15
FREE AIR		
Group 2.....	\$ 43.05	24.15
Free Air		
Group 2.....	\$ 45.00	24.15

FREE AIR		
Group 3.....	\$ 40.50	24.15
Free Air		
Group 3.....	\$ 42.45	24.15
LABORER		
Group 1.....	\$ 35.50	24.85
Group 2.....	\$ 35.75	24.85
Group 3.....	\$ 36.50	24.85
Group 4.....	\$ 29.00	24.85
Group 5.....	\$ 37.50	24.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 41.50	24.15
Top Man & Laborer.....	\$ 35.60	24.15
TEST BORING		
Driller.....	\$ 41.95	24.15
Laborer.....	\$ 41.95	24.15
LABORER CLASSIFICATIONS		

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

GROUP 2: Adzperson; 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

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 06/01/2023

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 37.62	22.85
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 39.62	22.85
Spray, Sand & Water Blasting.....	\$ 40.62	22.85

Taper.....	\$ 38.37	22.85
Wall Coverer.....	\$ 38.12	22.85

PAIN0011-006 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2023

	Rates	Fringes
Painter (Bridge Work).....	\$ 56.25	23.45

PAIN0035-008 06/01/2011

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

PLAS0040-001 06/05/2023

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 42.77	29.63

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 07/01/2023

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.45	24.85

PLAS0040-003 06/05/2023

	Rates	Fringes
PLASTERER.....	\$ 42.77	29.63

* PLUM0051-002 08/28/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 50.59	32.75

ROOF0033-004 08/01/2023

	Rates	Fringes
ROOFER.....	\$ 50.03	33.69

SFRI0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	32.27

SHEE0017-002 12/01/2020		

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.58	36.73

TEAM0251-001 05/01/2023		

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.71	34.602+A+B
GROUP 2.....	\$ 29.86	34.602+A+B
GROUP 3.....	\$ 29.91	34.602+A+B
GROUP 4.....	\$ 29.96	34.602+A+B
GROUP 5.....	\$ 30.06	34.602+A+B
GROUP 6.....	\$ 30.46	34.602+A+B
GROUP 7.....	\$ 30.66	34.602+A+B
GROUP 8.....	\$ 30.16	34.602+A+B
GROUP 9.....	\$ 30.41	34.602+A+B
GROUP 10.....	\$ 30.21	34.602+A+B

FOOTNOTES:

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

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

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

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

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1: Pick-up trucks, station wagons, & panel trucks
- GROUP 2: Two-axle on low beds
- GROUP 3: Two-axle dump truck
- GROUP 4: Three-axle dump truck
- GROUP 5: Four- and five-axle equipment
- GROUP 6: Low-bed or boom trailer.
- GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

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

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

GROUP 10: Tractor trailer

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

=====
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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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.

=====

END OF GENERAL DECISIO"