

PROJECT MANUAL
Including Specifications for

Lower Blackstone River Fish Passage Project
at Main Street Dam and Slater Mill Dam
Pawtucket, RI.

For The
State of Rhode Island
Department of Environmental Management
Division of Planning and Development

235 Promenade Street
Providence, Rhode Island

P & D Project No. 14-11

June 2012

PROJECT DIRECTORY

STATE OF RHODE ISLAND:

OWNER:

State of Rhode Island and Providence Plantations
Department of Environmental Management
DIVISION OF PLANNING AND DEVELOPMENT
235 Promenade Street
Providence, Rhode Island 02908
(401) 222-2776
(401) 222-2591 (fax)

CONTACT PERSON:

James McGinn, P.E.
Department of Environmental Management
DIVISION OF PLANNING AND DEVELOPMENT
235 Promenade Street
Providence, Rhode Island 02908
(401) 222-2776, extension 4313

ENGINEERING AND ENVIRONMENTAL CONSULTANT:

CONTACT PERSON:

Thomas Cook, PE
EA Engineering, Science and Technology, Inc.
2374 Post Road, Suite 102
Warwick, RI 02886
(401) 736-3440, extension 221

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DIVISION 5 – METALS:

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DIVISION 9 – FINISHES:

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09 96 56	Epoxy Coating

DIVISION 13 – SPECIAL CONSTRUCTION:

13 60 00	Eel Ladder
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DIVISION 26 - ELECTRICAL:

26 01 22	General Electric Provisions
26 05 19	Insulated Wire and Cable
26 05 21	Low-Voltage Cable Conduit
26 05 23	Low-Voltage Cable Boxes

DIVISION 31 - EARTHWORK:

31 00 00	Earthwork
31 23 16	Rock Removal
31 23 19	Dewatering
31 25 00	Soil Surface Erosion Control
31 51 00	Rock Dowels
31 68 13	Rock Foundation Anchors

DIVISION 32 – EXTERIOR IMPROVEMENTS:

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF PLANNING AND DEVELOPMENT

INVITATION TO BID NOTICE TO CONTRACTORS - BID NO.

The State of Rhode Island Department of Environmental Management, Division of Planning and Development is soliciting bids for the Lower Blackstone River Fish Passage Project at Main Street Dam and Slater Hill Dam in Pawtucket, Rhode Island in accordance with plans and specifications dated April, 2012.

SEALED PROPOSALS ADDRESSED TO THE **STATE PURCHASING AGENT**, 1 CAPITOL HILL, PROVIDENCE, R.I. 02908-5855, SHALL BE RECEIVED UNTIL _____. At that time they will be opened and read in public.

BIDS SHALL BE SUBMITTED ON THE FORMS PROVIDED WITH THE PLANS AND SPECIFICATIONS.

Effective January 1, 2012 all Public Works related project proposals exceeding seven hundred fifty thousand (\$750,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds seven hundred fifty thousand (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of seven hundred fifty thousand (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R.I. General Laws Section 37-2-18 (P.L 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & Regulations amendment at www.purchasing.ri.gov This regulation applies to all public works projects (vertical and horizontal) exceeding seven hundred fifty thousand (\$750,000) dollars and any combination of base bid plus all alternates.

In accordance to Purchasing Rules and Regulations adopted on January 11, 2011 the following conditions are required:

1. All bid proposals shall be opened publicly and read aloud.
2. Each bid, together with the name of the bidder, shall be recorded and an abstract made available "immediately" for public inspection.
3. Copy of the redacted bid proposal shall be available for public inspection by the close of the business the day the subject bid(s) and/or contract(s) is opened by the Division of Purchases.
4. The burden to identify and withhold from the public copy that is released at the bid opening any trade secrets, commercial or financial information, or other information the bidder- deems not subject to public disclosure pursuant to Chapter 38-2, the Access to Public Records Act, shall rest solely and exclusively with the bidder submitting the bid proposal.
5. At the time that a proposal is submitted, a bidder must submit a redacted copy of the bid proposal in a PDF (Portable Document Format) file format on a read only CD-R Media Disk (hereinafter referred to as a "CD"). Vendors are required to provide all documents submitted in response to the bid solicitation on the CD.
 - a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not

- be accepted.
 - b. Only readable, not writeable media is acceptable.
 - c. Vendor is responsible for supplying their own CD-R media.
 - d. Vendor is responsible for the integrity of the CD.
6. Failure of the bidder to submit a public copy on a readable CD, as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.
7. CD must be enclosed in a protective cover and the protective cover clearly labeled with the following:
- a. Marked "Public Copy"
 - b. Title of Solicitation as it appears on the RIVIP cover letter.
 - c. Name of Company and Vendor ID as it appears on the RIVIP cover letter.
 - d. Bid Response Number as it appears on the RIVIP cover letter.
 - e. Date of Bid as it appears on the RIVIP cover letter.
8. Bid response on CD-R to be in a PDF (Portable Document Format).
- a. One PDF file will be on the CD-R. File to meet the following requirements:
 - i. Only one file will contain all documents in response to the bid. If you have more than one document for the response, the documents must be concatenated or merged into one PDF document. Failure to submit only one PDF file may result in disqualification of bid.
 - ii. File should be named in the following manner:
 - 1. Bid Number_Date of Bid_VendorName_VendorID.pdf. Where:
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 - 2. Date of bid is date of bid using the format (mm-dd-yyyy).
 - 3. Vendor Name is the name of the vendor as one word -no spaces or punctuation.
 - 4. Vendor ID as it appears on the RIVIP vendor cover sheet.

Note: you must use underscores in separating the fields. Do not use underscores anywhere else in the filename other than to separate the fields.

Example: 1234567_06-01-2011_Vendor ID_9876.pdf

9. Purchasing staff will officially conclude the bid opening and all loaded proposals will be posted to the Purchasing web site. All proposals will be available immediately after bid opening at www.purchasing.ri.gov.

For technical assistance, contact the Division of Purchases office at (401) 574-8100.

Plans and specifications for submitting bid proposals may be obtained from the Purchasing Website. Plans and Specifications may be examined at the Offices of the Department of Environmental Management, Division of Planning & Development 235 Promenade Street, Room 320, Providence, RI FROM: _____ TO: _____, every day except Saturdays, Sundays and Holidays between the hours of 8:30 A.M. and 4:00 P.M.

A CERTIFIED CHECK OR BID BOND PAYABLE TO THE STATE OF RHODE ISLAND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE PROPOSAL SHALL BE SUBMITTED WITH THE BID.

A Performance and Payment Bond equal to one hundred percent (100%) of the contract price with a surety company registered and licensed in the State of Rhode Island shall be required of the successful bidder.

This project is subject to terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of

Title 37, Rhode Island General Laws 1956, as amended et. seq., and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

The included prevailing wage table may have been revised. It is the contractor's responsibility to use the current prevailing wage table. The table may be obtained at the RI Division of Purchases Home Page at www.purchasing.ri.gov.

All bidders MUST register online at www.purchasing.ri.gov. A RIVIP generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401) 574-8100 ext. 134. Failure to comply will result in disqualification.

A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, DIVISION OF PLANNING AND DEVELOPMENT AND/OR THE DESIGNER OF RECORD WILL BE PRESENT FOR A PRE-BID CONFERENCE AT THE PROJECT SITE:

LOCATION: _____,

ON: _____,

AT: _____,

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
By: s/Lorraine Hynes
State Purchasing Agent

END OF INVITATION TO BID/NOTICE TO CONTRACTORS

SECTION 00 21 13 INFORMATION FOR BIDDERS

1. PREPARATION AND SUBMISSION OF BID PROPOSAL

A. The State of Rhode Island and Providence Plantations ("The State") invites General Bids on LOWER BLACKSTONE RIVER FISH PASSAGE PROJECT AT MAIN STREET DAM AND SLATER MILL DAM IN PAWTUCKET, RHODE ISLAND.

B. Submit bids on the forms provided. All blank spaces must be filled in, **in ink or typewritten**, in words and figures, and with the total of the bid proposal. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid.

C. Bids shall be submitted in sealed envelopes bearing on the outside the name and address of the bidder and the name of the project for which the bid is submitted, the bid number, and date and time of opening.

D. The sealed envelope containing the bid, shall be addressed to the State of Rhode Island, Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and designated as bid for LOWER BLACKSTONE RIVER FISH PASSAGE PROJECT AT MAIN STREET DAM AND SLATER MILL DAM IN PAWTUCKET, RHODE ISLAND. (If sent by mail, the sealed envelope containing the bid, and marked as directed above, must be enclosed in another envelope addressed to the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and sent by registered mail). **SUBMIT ONLY THE ORIGINAL SIGNED COPIES OF THE BID.** **NOTE: BIDS sent by registered mail, courier service, or hand-delivered must show the bid number, date and time of opening on envelopes and outside wrappings.**

E. The State shall consider informal any bid not prepared and submitted in accordance with these provisions and shall waive any informality in or reject any and all bids. A bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement. A bid received after the time and date specified shall not be considered. No bidder shall withdraw a bid within 90 days after the actual date of the opening.

F. All defined terms herein are as set forth in the Supplementary Conditions, Article 1.1 Basic Definitions.

G. Effective January 1, 2012 all Public Works related project proposals exceeding seven hundred fifty thousand (\$750,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds seven hundred fifty thousand (\$750,000) dollars **must include a copy to be available for public inspection** upon the opening of the bids. Any bid or proposal in excess of seven hundred fifty thousand (\$750,000) dollars which does not include a copy for public **inspection shall be deemed to be non-responsive.** For further information, please see R.I. General Laws Section 37-2-18 (P.L 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & Regulations amendment at www.purchasing.ri.gov. This regulation applies to all public works projects (vertical and horizontal) exceeding seven hundred fifty thousand (\$750,000) dollars and any combination of **base bid** plus **all alternates**.

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 3. Vendor Name is the name of the vendor as one word -no spaces or punctuation.
 4. Vendor ID as it appears on the RIVIP vendor cover sheet.

Note: you must use underscores in separating the fields. Do not use underscores anywhere else in the filename other than to separate the fields.

Example: 1234567_06-01-2011_Vendor ID_9876.pdf

9. Purchasing staff will officially conclude the bid opening and all loaded proposals will

be posted to the Purchasing web site. All proposals will be available immediately after bid opening at www.purchasing.ri.gov.

For technical assistance, contact the Division of Purchases office at (401) 574-8100.

2. RECEIPT OF BIDS

A. Bids shall be received by the State at the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855, at the time and date specified in the "**INVITATION TO BID, NOTICE TO CONTRACTORS**".

B. The following documents must accompany all bids on the forms specified:

1. **Bid Proposal**
2. **Bid Bond**

3. ADDENDA AND INTERPRETATIONS

A. Interpretations of the drawings, specifications, or other contract documents shall not be made orally. Requests for such interpretations shall be in writing addressed to the Department of Environmental Management, Division of Planning and Development, 235 Promenade Street, Providence, RI, 02908, and to be given consideration shall be received at least 12 WORKING DAYS prior to the date of the bid opening.

B. Interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which will be mailed by the Office of Purchases to all prospective bidders not later than 7 working days prior to the date of the bid opening. All addenda issued shall become part of the contract documents.

4. BIDDERS TO ACKNOWLEDGE ADDENDA

Bidders shall acknowledge receipt of addenda to the contract documents on the Bid Proposal Form. Failure to acknowledge addenda may cause the bid to be rejected.

5. ALTERNATES

Bidders must provide a price for all alternates listed on the Bid Proposal Form and clearly indicate whether the alternate is a cost increase (ADD) or a decrease (DEDUCT) to the Base Bid. Failure to give prices on all alternates shall result in the rejection of the bid.

6. QUALIFICATIONS OF PRIME BIDDERS

A. The State of Rhode Island (Department of Environmental Management) shall make such investigations as is deemed necessary to determine the ability of the bidder to perform the work in accordance with R.I.G.L. Title 23, Chapter 24.5.

B. A bidder shall be required on the Bid Proposal Form to furnish evidence satisfactory to the State that the bidder and the proposed subcontractors have sufficient means and experience in

the types of work called for to assure completion of the Contract in a satisfactory manner.

C. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

D. The successful bidder, upon failure or refusal to execute and deliver the documentation required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such failure or refusal, the surety deposited with the bid. The State will then proceed to terminate the Notice of Tentative Award.

7. EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

B. It is intended that all figures and dimensions on the drawings shall agree, but the Contractor shall confirm the same before commencing the work and shall report all discrepancies to the State for adjustment. Failure to confirm the figures and dimensions before commencing the work shall render the Contractor completely responsible for rectifying the work so affected to the complete satisfaction of the State. Cost of such work shall be at the Contractor's expense.

C. Work shown on the plans for which there are no particular specifications, or omissions from the plans and specification of items which are obviously needed to properly perform the work, shall not relieve the Contractor or subcontractor involved from furnishing and installing same. The Contractor shall carefully review the plans for miscellaneous items not mentioned. All such work shall be performed with materials and workmanship satisfactory to the State, at no additional expense.

8. STATE PROCEDURES AND REQUIREMENTS FOR EXECUTION OF CONTRACT

Upon receipt of a "Tentative Notice of Award" from the State of Rhode Island, Office of Purchases, the successful bidder must contact the Office of Purchases and commence to provide the following information to the State of Rhode Island, Office of Purchases within a period of 10 days:

1. Certification from the Office of Equal Employment Opportunity (EEO)
2. Materials and Labor Bond
3. Performance Bond
4. Certificates of Insurance
5. Power of Attorney
6. Any other contractual documents required by the State.

Upon completion of items 1 through 6 above, the successful bidder shall then be notified by the State of Rhode Island, Office of Purchases regarding execution of the contract for the project.

Work on the project must begin within 10 days after issuance of a Purchase Order by the State of Rhode Island, Division of Purchases.

9. NOTICE OF SPECIAL REQUIREMENTS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Non-Collusive Affidavit
2. Insurance Requirements
3. Wage Rates (Schedule of Occupation Classification and Minimum Hourly Wage Rates as required under Chapter 13 of the R.I. General Laws)
4. State Certifications
 - A. Bidder's Certification - Rhode Island Plan
 - B. Certification of Non-Segregated Facilities
5. R.I. Affirmative Action Plan
6. Federal Procurement Regulations
7. Minority Employment and EEO Compliance
8. Occupational Safety and Health Act (OSHA) of April 28, 1971 with latest revisions
9. Copeland Anti-Kick Back Law
10. Clean Air Act of 1970
11. Completion dates for Contract

B. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the State with particular regard to these special requirements.

10. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state and municipal laws, orders, rules, and regulations of all authorities having jurisdiction over construction work or otherwise in the locality of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. However, where the drawings or specifications call for a more costly method of doing the work than is required by local law, the work is to be done as shown on the drawings or described in the specifications.

11. METHOD OF AWARD

The contract shall be awarded on the basis of the lowest base bid price or the lowest combination of base bid and selected alternates that produces an amount within the limits of funds available. If at the time the contract is to be awarded the lowest formal base bid submitted by a responsible bidder exceeds the funds available for the contract, the State reserves the right to reject all bids.

12. TIME OF COMPLETION

The Contract Agreement will include a stipulation that the Work be completed seven hundred twenty (720) days following receipt of the Notice to Proceed.

END OF INFORMATION TO BIDDERS

**SECTION 00 41 13
BID PROPOSAL FORM**

**Lower Blackstone River Fish Passage
Project
at Main Street Dam and Slater Mill Dam
Pawtucket, RI.**

P & D PROJECT NUMBER 14-11

Name of Bidder

Address

Address

FEIN No.

BID PROPOSAL FORM - GENERAL BIDS

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for *Lower Blackstone Fish Passage Project at Main Street Dam and Slater Mill Dam in Pawtucket, RI* in accordance with the accompanying Contract Documents, plans and specifications prepared by EA Engineering, Science and Technology, Inc., Warwick RI for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: _____ and dated: _____

This bid includes Addenda numbered: _____ and dated: _____

This bid includes Addenda numbered: _____ and dated: _____

This bid includes Addenda numbered: _____ and dated: _____

This bid includes Addenda numbered: _____ and dated: _____

B. BASE BID ITEMS

The base bid shall be itemized according to the Main Street Dam Project and the Slater Mill Dam Project indicated on the following tables.

Name of Bidder: _____

Main Street Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1		
2-1	Survey Requirements	LS	1		
2-2	Intake Deck Replacement	LS	1		
2-3	Trash Rack Removal	LS	1		
2-4	Intake Foundation Modification	LS	1		
3-1	Grout and Grout Bag Footings	CY	70		
3-2	Precast Concrete Fishway Sections	LS	1		
3-3	Concrete Form Liners	LS	1		
3-4	Concrete Staining	LS	1		
3-5	Cast-in-place Concrete Exit Channel	CY	75		
3-6	SHPO Approval of Concrete Staining and Form Lining	LS	1		
3-7	Cast-in-place Concrete Fish Counting Station	CY	10		
5-1	Fish Viewing Bottom Plate	LS	1		
5-2	Miscellaneous Steel	LS	1		
5-3	Downstream Fish Bypass Sluice	LS	1		
5-4	Aluminum Stoplogs	LS	1		
5-5	Replacement Trash Rack Monorail	LS	1		
5-6	Fish Crowder, V-trap, and Isolation Screens	LS	1		
6-1	Intake Timber Deck Replacement	LS	1		
6-2	Baffles and Miscellaneous Hardware	LS	1		
6-3	Non-Metallic Replacement Trash Racks	LS	1		
8-1	Acrylic Window and Backing Plate	LS	1		
8-2	Watertight Door	LS	1		
13-1	Eel Ladder	LS	1		
13-2	Eel Ladder Water Supply	LS	1		
13-3	Water Level Sensor	LS	1		
26	Electrical	LS	1		
31-1	Clearing, Grubbing, and Excavation	LS	1		
31-2	Rock Removal and Disposal	CY	75		
Main Street Fishway Subtotal This Page					

Name of Bidder: _____

Main Street Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
31-3	Cofferdams and Dewatering	LS	1		
31-4	Temporary Construction Access & Staging Areas	LS	1		
31-5	Barges, Cranes, and Miscellaneous Equipment	LS	1		
31-6	Erosion and Sediment Control	LS	1		
31-7	Mobilization of Rock Anchor Equipment	LS	1		
31-8	Rock Anchors (60 Kip Design Load)	EA	4		
31-9	Rock Anchors (150 Kip Design Load)	EA	17		
31-10	Powerhouse Intake Sediment Removal and Disposal	CY	450		
32-1	Fences and Gates	LS	1		
32-2	Slater Mill Park Restoration	LS	1		
32-3	City of Pawtucket Boat Ramp Restoration	LS	1		
35-1	Fishway Entrance Weir Gate	LS	1		
35-2	Downstream Fish Bypass Sluice Multiple Section Gate	LS	1		
41	Replacement Trash Rack Monorail Hoist	LS	1		
Main Street Fishway Subtotal This Page					
Main Street Fishway Contract Total					

Slater Mill Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1		
2-1	Survey Requirements	LS	1		
2-2	Timber Dam Removal	LS	1		
3-1	Cast-in-place Concrete Footings and Walls	CY	205		
3-2	Concrete Form Liners	LS	1		
3-3	Concrete Staining	LS	1		
3-4	SHPO Approval of Concrete Staining and Form Lining	LS	1		
3-5	Cast-in-place Concrete Fish Counting Station	CY	10		
Slater Mill Fishway Subtotal This Page					

Name of Bidder: _____

Slater Mill Fishway					
Bid Item #	Item Description	Units	Bid Quantity	Unit Price	Total Price
5-1	Fish Viewing Bottom Plate	LS	1		
5-2	Miscellaneous Steel	LS	1		
5-3	Fish Crowder, V-Trap and Isolation Screen	LS	1		
5-4	Aluminum Stoplogs	LS	1		
6-1	Timber Dam Restoration	LS	1		
6-2	Baffles and Miscellaneous Hardware	LS	1		
8-1	Acrylic Window and Backing Plate	LS	1		
8-2	Watertight Door	LS	1		
13-1	Eel Ladder	LS	1		
13-2	Eel Ladder Water Supply	LS	1		
26-1	Electrical	LS	1		
31-1	Clearing, Grubbing, and Excavation	LS	1		
31-2	Rock Removal	CY	200		
31-3	Cofferdams and Dewatering	LS	1		
31-4	Temporary Construction Access & Staging Areas	LS	1		
31-5	Truck-mounted Cranes and Equipment	LS	1		
31-6	Erosion and Sediment Control	LS	1		
31-7	Rock Dowels	LS	1		
31-8	Mobilization of Rock Anchor Equipment	LS	1		
31-9	Rock Anchors (29.5 kip Design Load)	EA	4		
31-10	Sediment Removal and Disposal	CY	10		
32-1	Fences and Gates	LS	1		
35-1	Non-Overflow Section Weir Gate	LS	1		
35-2	Fishway Exit Isolation Gate	LS	1		
35-3	Articulating Concrete Blocks	LS	1		
Slater Mill Fishway Subtotal This Page					
Slater Mill Fishway Contract Total					
Main Street Fishway Contract Total (From Previous Page)					
Main Street Fishway and Slater Mill Fishway Total Contract Price					

C. ALTERNATIVES

NONE

D. BASE BID PRICE BREAKDOWN

The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

MAIN STREET FISHWAY

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

_____ DOLLARS \$ _____
(Price in Words) (Price in Numbers)

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL OF ITEM NO. 2: _____ \$ _____
(Price in Words) (Price in Numbers)

SUM ITEM NO. 1 AND 2: _____ \$ _____
(Price in Words) (Price in Numbers)

SLATER MILL FISHWAY

ITEM 3. The work of the General Contractor, being all work performed by the General Contractor's own work force:

_____ DOLLARS \$ _____
(Price in Words) (Price in Numbers)

TOTAL OF ITEM NO. 3: _____ \$ _____
(Price in Words) (Price in Numbers)

ITEM 4. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 3 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL OF ITEM NO. 4: _____ \$ _____
(Price in Words) (Price in Numbers)

SUM ITEM NO. 3 AND 4: _____ \$ _____
(Price in Words) (Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

The undersigned agrees that if selected as General Contractor, the bidder will promptly confer with the Chief Purchasing Agent on the question of Subcontractors. The Purchasing Agent shall reject as a Subcontractor and require a substitute for any Subcontractor listed above against whose qualifications and ability the Department of Environmental Management rejects.

F. LEGAL ORGANIZATION

The undersigned is a (an) _____ (Individual-Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

G. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. The undersigned has been in business as a General Contractor under present business name for _____ years.
2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

3. List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1. _____	_____	_____	_____	\$ _____
2. _____	_____	_____	_____	\$ _____
3. _____	_____	_____	_____	\$ _____
4. _____	_____	_____	_____	\$ _____
5. _____	_____	_____	_____	\$ _____

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is / is not (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.
If Yes please explain.

I. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: _____ issued by: _____

THE UNDERSIGNED ACKNOWLEDGES BY SIGNATURE BELOW THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS THE INFORMATION TO BIDDERS, THE TERMS OF WHICH ARE HEREBY INCORPORATED INTO THIS PROPOSAL.

DATE: _____

BIDDER: _____

BY: _____
Signature Title

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

FEIN NO.: _____

END OF PROPOSAL BID PROPOSAL FORM

SECTION 00 50 10 CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012, and executed in the City of Providence in the State of Rhode Island;

BETWEEN the OWNER: The State of Rhode Island and Providence Plantations, by and through the Department of Administration, Office of Purchases, hereinafter called OWNER

and the CONTRACTOR:
(Name and Address)

The PROJECT is: ***Lower Blackstone Fish Passage Project at Main Street Dam and Slater Mill Dam in Pawtucket, RI.***

The ARCHITECT/ENGINEER is:
EA Engineering, Science, and Technology, Inc.
2374 Post Road, Suite 102
Warwick, RI 02886

OWNER and CONTRACTOR, in consideration of the contract sum and the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

The CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement; and to perform all work required for Department of Environmental Management, Division of Planning and Development Project No. 14-11, Named *Lower Blackstone Fish Passage Project at Main Street Dam and Slater Hill Dam in Pawtucket, RI* in strict conformity with the provisions of this contract agreement.

ARTICLE 2. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Invitation To Bid (Notice to Contractors), Bid Proposal, Information For Bidders, Performance and Payment Bonds, other documents listed in this Agreement and all Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or incorporated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 3. CONTRACT TIME.

3.1. The CONTRACTOR shall be prepared to begin the Work to be performed under this contract as set forth in the proposal within ten (10) days after execution of the Purchase Order Voucher or the Notice To Proceed. The Work shall be prosecuted from as many different points, in such part or parts and at such time as necessary and shall be conducted in such a manner and with such materials, equipment, and labor as are necessary to insure completion within the time set forth below. Should the prosecution of the Work for any reason be discontinued, the CONTRACTOR shall notify the OWNER at least twenty-four (24) hours before again resuming operations.

3.2. The Work will be substantially completed within seven hundred twenty (720) days from the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within thirty (30) days from the date of Substantial Completion.

ARTICLE 4. CONTRACT SUM

4.1. The OWNER shall pay the CONTRACTOR in current funds for the CONTRACTOR's performance of the Contract the Contract Sum of _____ Dollars (\$_____), subject to additions and deductions as provided in the Contract Documents.

4.2. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the OWNER.

ARTICLE 5. PAYMENT PROCEDURES.

5.1. CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the ARCHITECT/ENGINEER as provided in the General and Supplementary Conditions.

5.2. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's monthly Applications for Payment as certified by the ARCHITECT/ENGINEER. All progress payments shall be on the basis of the progress of the Work measured by the schedule of values established 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 in the General Requirements.

5.3. *Final Payment.* Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as certified by the ARCHITECT/ENGINEER as provided in said General Conditions.

ARTICLE 6. SURETY.

6.1. As security for the full and faithful performance of this contract and all the incidents thereto, the CONTRACTOR has made and furnished a contract bond with _____ as surety. Said Performance and Payment Bonds shall be equal to one hundred percent (100%) of the Contract Sum, with a Surety company registered and licensed in the State of Rhode Island.

6.2. An original, executed copy of the surety instruments shall be submitted to the OWNER.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1. Terms used in this Agreement are defined in the General Conditions and Supplementary Conditions and shall have the meanings as set forth in the General Conditions and Supplementary Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without prior written 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.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. TERMINATION OR SUSPENSION.

The Contract may be terminated by the OWNER or the CONTRACTOR as provided in the General Conditions. The Work may be suspended by the OWNER as provided in the General Conditions.

IN WITNESS WHEREOF, the parties of the presents have hereunto set their names this day of _____ A.D. 2012.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES

In the presence of:

By: _____
State Purchasing Agent

By: _____
Contractor

Title _____

Approved:
Department of Environmental Management

By: _____
Director

END OF CONTRACT AGREEMENT

**SECTION 00 60 10
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and as Surety, are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of _____ dollars (\$ _____), well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a Bid for the **Lower Blackstone Fish Passage Project at Main Street Dam and Slater Mill Dam in Pawtucket, RI.**

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the Principal shall enter into a Contract with the State of Rhode Island in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the State of Rhode Island the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the State of Rhode Island may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____ day of _____ 2011.

WITNESS: _____
(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

END OF BID BOND

**SECTION 00 60 20
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and as Surety, are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of _____ dollars (\$ _____), well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the contract annexed hereto as the Contractor, shall faithfully furnish and perform everything required to be furnished and performed by them under the provisions of said Contract then this obligation shall be void; otherwise, it shall remain in full force and effect.

In the event that the said contract is abandoned by the Contractor, or the work of the Contractor is discontinued by the State of Rhode Island under the provisions of ARTICLE 13 of the GENERAL CONDITIONS, said surety hereby further agrees that it shall, if requested in writing by the State of Rhode Island Office of Purchases, take such action as is necessary to complete said contract.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any wise affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or to the work or to the specifications.

Said surety hereby certifies and affirms under the penalties of perjury that said surety is licensed by the State of Rhode Island Department of Business Regulations, Insurance Division under the Rhode Island General Laws Title 27 Chapter 2.

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____day of _____2011.

WITNESS: _____
(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

END OF PERFORMANCE BOND

**SECTION 00 60 30
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____ as Surety, are held
and firmly bound unto the State of Rhode Island, as Obligee, in the sum of
_____ dollars

(\$ _____), well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the contract annexed hereto as the Contractor, and all subcontractors under said contract, shall promptly pay for all labor performed or furnished and materials used or employed in the work, all as and to the extent specified in the Rhode Island General Laws, as amended, and any authorized extension or modification to the said contract, including lumber so employed which is not incorporated in such work and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the Contractor or subcontractor for use as a component part of the work under said contract so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into such work, but only to the extent that its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract Documents or any changes therein which are consigned to the Contractor or to a subcontractor who has a direct contractual relationship with the Contractor; and shall pay all sums due for the rental and hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such work; and shall pay the transportation charges directly related to such rental or hire and shall pay all sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractor, based upon the labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, for health and welfare plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors, this obligation shall be null and void; otherwise it shall remain in full force and effect.

Said surety hereby further agrees that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms on the contract or to the work or to the SPECIFICATIONS.

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

Said surety hereby certifies and affirms under the penalties or perjury that said surety is licensed by the State of Rhode Island, Department of Business Regulation Rhode Island General Laws Title 27 Chapter 2.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____ day of _____ 2011.

WITNESS: _____
(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

END OF PAYMENT BOND

SECTION 00 72 24 GENERAL CONDITIONS

The general conditions for this Contract shall be in accordance with "General Conditions of the Contract for Construction," AIA Document A201, 2007 Edition", provided in Attachment 1 to Division 0 – Bidding and Contract Requirements.

END OF GENERAL CONDITIONS

SECTION 00 73 13

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007 edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

ADD 1.1.9 ADDITIONAL DEFINITIONS.

CHIEF:	Shall be the Chief of the Department of Environmental Management, Division of Planning and Development who is responsible for the <u>administration</u> of the contract through the Division of Planning and Development.
PROJECT MANAGER:	Person or persons within the Division of Planning and Development assigned by the Chief to oversee, coordinate, and expedite the construction project.
OWNER'S ON-SITE REPRESENTATIVE:	Person or persons assigned by the Chief to observe construction on the project site, and to perform such other functions relating to the project as the Owner may direct.
ARCHITECT/ENGINEER:	Architect, Engineer, Landscape Architect, Land Surveyor or any other person authorized by the R.I.G.L.'s and the Division of Planning and Development for the purpose of providing design services, supervision, quality control and project administration of the contract.
BIDDER:	An individual, partnership, or corporation submitting a bid for the Work.
BOND:	The approved form of surety, executed by the contractor and contractor's surety or sureties, guaranteeing complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.
DIRECTOR:	The Director, Department of Environmental Management of the State of Rhode Island and Providence Plantations, or Director's designee.
OWNER:	The State, acting by and through its Department of Environmental Management, acting by and through its Director.
R.I.G.L.:	The Rhode Island General Laws, 1956, as amended.

STATE:	The State of Rhode Island and Providence Plantations, acting by and through any of its political subdivisions.
STATE PURCHASING AGENT: (CONTRACTING OFFICER)	The Director of Administration of the State of Rhode and Providence Plantations, acting by and through the State Purchasing Agent, or Purchasing Agent's designee.
SURETY:	The individual, partnership, or corporation with whom the contractor, executed the bond furnished by the contractor.
CORPORATE DISCLOSURE DOCUMENT:	An approved form provided by Office of Purchases, filled out by the Bidder and filed with Office of Purchases, and the Owner.
PLANNING & DEVELOPMENT:	The Division of Planning and Development of the Department of Environmental Management, State of Rhode Island and Providence Plantations, acting by and through the Chief, or Chief's designee.
PURCHASING OR PURCHASES	The Office of Purchases of the Department of Administration, State of Rhode Island and Providence Plantations.

1.2 CORRELATION AND INTENT OF THE CONTRACT

ADD 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Contract Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Specifications and Drawings.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's interpretation.

ARTICLE 2 OWNER

2.1 OWNER DEFINITION

See Article 1.1.9 **BASIC DEFINITIONS, ADDITIONAL DEFINITIONS.**

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

OMIT Sub-paragraph **2.2.1** in entirety.

OMIT Sub-paragraph **2.2.5** and substitute the following:

2.2.5 The Contractor shall be furnished free of charge one compact disc of Drawings and Project Manuals in Adobe pdf digital file format. Additional materials shall be furnished at the cost of reproduction, postage and handling.

ARTICLE 3 CONTRACTOR

Add the following Subparagraph 3.2:

3.2.5 In case of an inconsistency between Drawings and specifications or within either Document not clarified by addendum, provide the better quality or greater quantity of Work in accordance with the Architect/Engineer's interpretation.

3.2.6 Omissions from the drawings and specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing same. It shall be the duty of the Contractor to procure from the Architect/Engineer all necessary interpretations of the designs, drawings and specifications.

3.4 LABOR AND MATERIALS

ADD the following Subparagraphs **3.4.4** and **3.4.5** to **3.4**:

3.4.4 After the Contract has been executed, the Owner and the Architect/Engineer shall consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

3.4.5 By making requests for substitutions based on Subparagraph 3.4.3 above, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's/Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

3.6 TAXES

ADD Sub-paragraph **3.6.1**

3.6.1 This project is exempt from State Sales Taxes. Contractor is to contact the Office of Purchases for the tax exempt number to be used.

ADD Sub-paragraph **3.6.2**

TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by Rhode Island General Laws Sec.44-1-6, three percent (3%) of the contract price will be withheld until the non-resident contractor has completed the substantive requirements of said Statute. See Article **13.1** of these Supplementary Conditions.

3.7 PERMITS, FEES AND NOTICES:

ADD Sub-paragraph 3.7.6

3.7.6 The Contractor is to pay for a City of Pawtucket Building Permit.

ARTICLE 5 SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

ADD Sub-paragraph 5.2.1.1

5.2.1.1 Not later than 10 days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, the name of the installing Subcontractor.

5.2.1.1.1 The Architect/Engineer will promptly reply in writing to the Contractor stating whether the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect/Engineer may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect/Engineer to reply promptly shall constitute notice of reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

ARTICLE 7 CHANGES IN THE WORK

Add the following sub-paragraphs to 7.1:

7.1.4 Subsequent to the approval of a Change Order, whether involving a change in Contract Sum, contract time or both, no additional claim related to that matter will be considered by the Owner. A change incorporated into a Change Order is therefore, all inclusive, and includes such factors as project impact, schedule "ripple" effect or other items which may pertain to such change.

7.3 Construction Change Directives

7.3.7 In the first sentence, **DELETE** the words "an amount of overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amountt" and **SUBSTITUTE** "an allowance for overhead and profit in accordance with Sub-paragraphs

7.3.11.1 through 7.3.11.6 below."

ADD the following Subparagraph 7.3.11 to 7.3:

7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner shall not exceed the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 15 Percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$ 500.00 be approved without such itemization. In no event shall the aggregate overhead and profit for the Contractor and all Sub-contractors and Sub-sub-contractors exceed twenty five percent (25%).

ARTICLE 8 TIME

8.1 Definitions

ADD the following Subparagraph 8.1.5 to 8.1:

8.1.5 Seasonally limited work may be scheduled for a separate date of substantial completion as mutually agreed upon.

8.2 Progress and Completion

ADD 8.2.4

8.2.4 The Contractor shall not work on Saturdays, Sundays or legal holidays without notifying the **OWNER** 48 hours in advance.

ARTICLE 9 PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

ADD the following Subparagraph 9.2.1:

9.2.1 Submit on AIA Documents G702 "Application and Certificate for Payment" and G703 "Continuation Sheet." Before submission, review a draft copy with the Architect/Engineer for approval.

9.3 APPLICATION FOR PAYMENT

ADD the following to Sub-paragraph **9.3.1** Payment Review Process (Contractor's Request For Payment)

1. The **CONTRACTOR** shall review a draft Request For Payment with the **OWNER's** on-site representative and incorporate any agreed upon changes.
2. The **CONTRACTOR** shall forward the Request For Payment to the **ARCHITECT/ENGINEER** as per the General Conditions and the Supplementary Conditions.
3. The **ARCHITECT/ENGINEER** shall forward approved requests to the Chief and Project Manager for approval. The processing of payments through the State System shall take a minimum of thirty (30) days.

9.3.1.1 OMIT existing paragraph and **ADD** the following: "All Requests For Payment for change order work must be accompanied by a duly executed copy of a Notice of Change in Purchase Order as issued by the Office of Purchases."

9.3.3. ADD the following: "Contractor's execution and certification of payment request in accordance with AIA Document G702 Application and Certificate for Payment shall certify that all property relating to the project is free and clear of liens, claims, security interests or encumbrances of Subcontractor(s), material suppliers, and any other parties".

ADD Sub-paragraph **9.3.4** "The Owner shall retain ten percent (10%) from each Request For Payment until fifty percent (50%) of the work is completed whereupon the retainage shall be reduced to five percent (5%)."

9.4 CERTIFICATES FOR PAYMENT

ADD the following Subparagraph 9.4.3

9.4.3 The Architect/Engineer will process the second and subsequent Certificates for Payment only after receipt of: 1) Assurance that the contractor is maintaining "As-builts" and 2) Submittals of all product literature, material samples and color samples to the Architect/Engineer's office have been received 3) Final Releases of Lien from all subcontractors and material suppliers.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

ADD: 10.2.4.1

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner written notice of a minimum of 5 days and take necessary precautions to prevent unauthorized access.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 OMIT existing paragraph and **ADD** the following:

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

WORKERS' COMPENSATION

(1) State:	Statutory
(2) Employer's Liability	\$1,000,000
(3) Applicable Federal (e.g. Jones Act)	Statutory

COMPREHENSIVE GENERAL LIABILITY

(1) Bodily Injury (including completed operations and products liability):

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate

(2) Property Damage:

\$1,000,000.00	Each Occurrence
\$1,000,000.00	Annual Aggregate

Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with employment exclusion deleted

\$1,000,000.00	Annual Aggregate
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COMPREHENSIVE AUTOMOBILE LIABILITY (TO INCLUDE OWNED, HIRED, AND NON-OWNER VEHICLES):

(1) Bodily Injury:

\$500,000.00 Each Person
\$1,000,000.00 Each Occurrence

(2) Property Damage:

\$1,000,000.00 Each Occurrence

Note: Liability insurance must be provided by a firm licensed to do business in the State of Rhode Island.

ADD the following Clause 11.1.5:

11.1.5 All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the State of Rhode Island as stated herein.

11.2 Owner's Liability Insurance

CHANGE Subparagraph 11.2 to read:

11.2 The Contractor shall furnish the Owner, through the Architect/Engineer, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Architect/Engineer, and to protect the Owner and Architect/Engineer from any liability which might be incurred against them as a result of any operation of the Contractor or his Subcontractors or their employees. Such insurance shall be written for the same limits as the Contractor's Liability Insurance and shall include the same coverage.

11.3 PROPERTY INSURANCE

11.3.1 OMIT the existing paragraph in its entirety and **ADD** the following:

Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, and Subcontractors in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extend coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an

Application for Payment. Furthermore, all the policies of insurance required to be purchased and maintained by Contractor in accordance with this section must contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner by certified mail.

Note: Property insurance must be provided by a firm licensed to do business in the State of Rhode Island.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

ADD 13.1.1 through 13.1.9

13.1.1 THE FOLLOWING APPLICABLE STATE LAWS ARE INCLUDED FOR REFERENCE:

THE GENERAL LAWS OF RHODE ISLAND, 1956; TITLE 37, CHAPTER 26:..Section 5 of Chapter 26, Title 28 of the General Laws of Rhode Island, 1956, entitled, "License Required for Operation of Hoisting Machinery - Public Contracts."

28-26-5. No person shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane excavator, of five horsepower or more without obtaining a license to do so as provided in this chapter. No user or agent of a user of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided by this chapter.

Every contract in the construction of public works by the State or by any city or town, or by persons contracting therewith for such construction, shall contain a clause embodying the provisions or this section.

THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 12

R.I.G.L. Title 37, Chapter 12, entitled, Contractors' Bonds" read as follows:

CHAPTER 12

CONTRACTORS' BONDS

37-12-1. Contractors required to give bond -- Terms and conditions. -- Every person (which word for the purposes of this chapter shall include a copartnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the Department of Transportation or by the Department of Administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of five hundred dollars (\$500), or for a contract for the construction, improvement, completion or repair of any public building, or portion thereof, shall be required to furnish to the respective department a bond of such person to the State, with good and sufficient surety or sureties (hereafter in this chapter referred to as surety), acceptable to the

respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors, shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State, the respective department, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract, and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work; and the bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Provide, however, that for good cause shown, the director of the Department of Administration may waive the requirements of this section for contracts not in excess of fifty thousand dollars (\$50,000).

37-12.1-1. Definition of terms. -- Terms used in this chapter shall be construed as follows:

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

37-12.1-2. Substitution of security for retained earnings by designers. -- Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

- (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or
- (2) Bonds or notes of the state of Rhode Island; or
- (3) Bonds of any political subdivision of the state of Rhode Island. With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the same when and as collected to the designer depositing such securities. If the security is in the form of coupon as it matures to the designer.

37-12.1-3. Deduction from retained earnings. -- In the event that pursuant to the terms of public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter from the proceeds of the sale of any securities deposited or from the income earned on such securities, whichever is applicable.

37-12.1-4. Endorsement on securities. -- All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter.

37-12.15. Applicability. -- This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16, 1991].

37-12-2. Rights of persons furnishing labor and materials. -- Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for in the contract, in respect of which a payment bond is furnished under section 37-12-1, and who has not paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for a claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgement for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office or conducts his or her business, or his or her residence.

37-12-3. Remedies of creditors and state -- Priority of claims. -- The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol, and in any suit brought on the bond, the rights of the state shall be prior to those of all creditors; the rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among other creditors under the bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought, as hereafter provided in this chapter, by any person claiming to be a creditor under the bond.

37-12-4. Intervention by creditor in suit brought by state. -- Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond, and by so intervening may have the rights to the person adjudicated in the suit.

37-12-5. Time limitation on creditors' actions. -- No suit instituted under section 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under section 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section

37-12-6. Intervention in suit brought by creditor -- Consolidation of suits. -- When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit.

37-12-7. Notice of pendency of suit -- In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearance in the suit and, in addition to the notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

37-12-8. Certified copies of documents. -- Any person claiming to be a creditor under the bond and having filed a claim with the respective department, in accordance with the requirements of section 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal, plans and specifications, and of the bond.

37-12-9. Payment into court by surety -- Discharge. -- The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto under the decree of the court, the penal sum named in the bond less any amount which the surety may have paid to the state in satisfaction of the liability of the surety to the state under the bond, and then shall be entitled to be discharged from all further liability under the bond.

37-12-10. Retainers relating to contracts for public works or sewer or water main construction. (a) Upon substantial completion of work required by a contract with any municipally, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in section 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. In the case of periodic payments, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties.

(b) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason including a dispute, which, if resolved and it is not the fault of the contractor, then the 10% will not be assessed unless the dispute is resolved to have been the fault of the contractor or subcontractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The five percent (5%) retained shall be paid to any contractor or subcontractor within

ninety (90) day of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

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

37-12-11. Substitution of securities for retained earnings. -- Where any public works contract as defined by section 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general treasurer (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or (2) bonds or notes of the state of Rhode Island, or (3) bonds of any political subdivision of the state of Rhode Island. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be deducted, first for that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.

THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 13

R.I.G.L. Title 37, Chapter 13, entitled, "Labor and Payment of Debts by Contractors," read as follows:

CHAPTER 13

LABOR AND PAYMENT OF DEBTS OF CONTRACTORS

37-13-1. Public Works Defined --- "Public Works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof or any heavy construction, or any public works projects of any nature or kind whatsoever.

37-13-2. "Contractor" defined --- **Information required.** The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skill, ability and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to such qualifications shall be submitted in such form to the awarding authority and the Director of Labor as the Director of Labor shall require. The authorized agency or

awarding authority shall reserve the right to reject all bids, if it be in the public interest to so.

37-13-3. Contractors subject to provisions --- Weekly payment of employees. -- All Contractors who have been awarded contracts for public works by an awarding agency or authority of the State or of any city, town, committee, or by any person or persons therein, in which State or municipal funds are used and of which the contract price shall be in excess or One Thousand Dollars (\$1,000.00) whether payable at the time of the signing of the contract or at a later date, and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive and section 37-13-16.

37-13-4. Provisions applicable to public works contracts --- List of subcontractors. --- All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 to 37-13-14, inclusive, and section 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority, a list of his subcontractors of any part or all of the work. Such list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

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

37-13-6. Ascertainment of prevailing rate of wages and other payments. --- Specification of rate in call for bids and in contract --- Before awarding any contract for public works to be done, the proper authority shall ascertain from the Director of Labor the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of the employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the contract for public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of worker needed to execute the contract or work.

37-13-7. Specification in contract of amount and frequency of payment of wages. -- (a) Every call for bids for every Contract in excess of One-Thousand Dollars (\$1,000), to which the State of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair,

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

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

(1) The basic hourly rate of pay; and

(2) The amount of

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

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

(c) The term "employees," as used in this section, shall include employees of contractor or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs and laborers engaged in the transportation of gravel or fill to the site of public works or the transportation or removal of gravel or fill from the site of public works or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsection (a) and (b).

37-13-8. Determination and schedule of prevailing wages -- Filing of schedule. --The Director of Labor shall investigate and determine the prevailing wages and payments made to or on behalf of

employees, as set forth in section 37-13-7, paid in the trade or occupation in the city, town, village or other appropriate political subdivision of the State and keep a schedule on file in his office of such customary prevailing rates of wages and payments made or on behalf of such employees which shall be open to the public inspection. In making such determination, the Director of Labor may adopt and use such appropriate and applicable prevailing wage rate determination as have been made by the Secretary of Labor of the United States of America in accordance with (40 USC section 276 a) commonly referred to as the Davis-Bacon Act, as amended.

37-13-9. Statutory provisions included in contracts. -- A copy of section 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the State or any city, town, person or persons in their behalf in which state or municipal funds are used in the contract price be in excess of One Thousand Dollars (\$1,000.00).

37-13-10. Overtime compensation. -- Labor performed under the provisions of Sections 37-13-1 to 37-13-16, inclusive, during the period of forty (40) hours in any one (1) week during the period of eight (8) hours in any one (a) day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one (1) week greater than the number of hours of forty (40) hours or in any one (1) day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the Director of Labor has determined in the investigation provided for in sections 37-13-7 and 37-13-8, that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of workman needed to execute the work other than hours worked in any one (1) week greater than the number of forty (40) or in hours worked in any one (1) day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for such work and the prevailing rate of overtime wages shall be paid for such work in excess of the legal workday or week, as the case may be.

37-13-11. Posting of prevailing wage rates. -- Each contractor awarded a contract for public works with a contract price in excess of One Thousand Dollars (\$1,000), and each subcontractor who performs the work on such public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rates of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in sections 37-13-6 and 37-13-7. Posters shall be furnished to contractors and subcontractors by the Director of Labor, who shall determine the size and content thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor one hundred dollars (\$100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city or town or any agency thereof until the Director of Labor has prepared and delivered such posters to the Division of Purchases, if the State or any agency thereof is the proper authority, or to the city or town or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

37-13-12. Wage records of contractors. -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1,000) for public works, and each subcontractor who performs work on such public works, shall keep an accurate record showing the name, occupation and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contractor or

work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

37-13-12.1. Obstruction of enforcement. -- Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

37-13-12.2. Subpoena powers. -- the director and his or her authorized representatives shall have the power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

37-13-12.3. Compelling obedience to subpoenas. -- In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

37-13-12.4. Penalty for violations. -- Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars (\$50) nor more than one hundred dollars (\$100) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both such fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

37-13-13. Furnishing payroll record to Director of Labor. -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1,000) for public works, and each subcontractor who performs work on such public works, shall furnish a certified copy of his payroll record of his or her employees employed upon such public works to the Director of Labor on a weekly basis, for the preceding week. The Director of Labor may promulgate reasonable rules and regulations to enforce the provisions of this section. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor One Hundred Dollars (\$100) for each calendar day of noncompliance as determined by the Director of Labor.

37-13-13.1. Audits of wage records of out-of-state contractors and subcontractors. -- Out-of-state contractors or subcontractors who perform work on public works in this state authorize the director of labor to conduct wage hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

37-13-14. Contractor's bond. -- (a) The state or any city, town, agency or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of five thousand dollars (\$5,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, such bond to contain the terms and

conditions set forth in Chapter 12 of this title, and to be subject to the provisions of that chapter.

(b) Provided, however, that for good cause shown in state public works contracts, the director of the department of administration may waive the requirements of this section in regards to materials furnished only for contracts not in excess of fifty thousand dollars (\$50,000).

37-13-14.1. Enforcement -- Hearings. -- (a) Before issuing an order or determination, the director of labor shall order a hearing thereon at a time and place to specified, and shall give notice thereof, together with a copy of such complaint or the purpose thereof, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail or any person, firm or corporation affected thereby; such person, firm or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in such notice, which time shall be not less than five (5) days from the service of the notice personally or by mail. said hearing shall be held within ten (10) days from the order of hearing. The hearing shall be conducted by the director of labor or his or her designee. the hearing officer in such hearing shall be deemed to be acting in a judicial capacity, and shall have the right to issue subpoenas, administer oaths and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by the Rhode Island civil practice law and rules. Such hearing shall be expeditiously conducted and upon such hearing the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of such order, with a notice of the filing thereof, upon the parties to such proceeding, personally or by mail. Such order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve percent (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party.

(b) In addition to directing payment of wages or supplements including interest found to be due, such order shall also require payment of a further sum as a civil penalty in an amount equal to three times the total amount found to be due. Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to said employee in violation of thereof exceeds five thousand dollars (\$5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general, such misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined not more than one thousand dollars (\$1,000). In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with record keeping or other nonwage requirements. the surety of the person, firm or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm or corporation. the penalty shall be paid to the department of labor for deposit in the state treasury; provided, however, it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein. There is hereby appropriated to the annual budget of the department of labor the amount of the fund collected annually under this section, to be used at the direction of the director of labor for the sole purpose of enforcing prevailing wage rates as provided in chapter 13 of this title.

(c) For the purpose of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm or corporation, whether such violation is continuous or intermittent, shall constitute a separate and succeeding violation.

(d) In addition to the above, any person, firm or corporation found in willful violation of any of

the provisions of this chapter by the director of labor, an awarding authority, or the hearing officer, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer. Once a person, firm or corporation is found to be in violation of this chapter, all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked.

(e) In addition to the above, any person, firm or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of sixty (60) months from the date of the second violation.

(f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court.

(g) The director of labor, awarding authority or hearing officer shall notify the bonding company of any person, firm or corporation suspected of violating any section of this chapter. such notice shall be mailed certified mail, and shall enumerate the alleged violations being investigated.

(h) In addition to the above, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. Such false or fraudulent representation shall be considered a misdemeanor, said misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined one thousand dollars (\$1,000). Further, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor in an amount of no less than two thousand dollars (\$2,000) and not greater than fifteen thousand dollars (\$15,000) per representation.

37-13-15. Review. -- (a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of such appeals board shall serve without compensation. the members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities: one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a term of two (2) years and one (1) for a term of three (3) years.

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

(1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;

(2) Any person who is required to be paid wages for his or her labor or on behalf payments are

required to be paid to funds, as provided by this chapter;

(3) The lawful collective bargaining representative of a person defined in subdivision (2) above;

(4) A trade association of which a person defined in subdivision (1) above is a member;

(5) A proper authority as defined in this chapter;

(6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or she is a member, and

(7) A labor organization which has one or more written collective bargaining agreements with one or more employees or a trade association which sets forth the hours, wages and working conditions of a craft, mechanic, teamster or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor or the hearing officer.

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

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

37-13-16. Termination of work on failure to pay agreed wages -- Completion of work. -- Every contract within the scope of this chapter of this title shall contain the further provision that in the event it is found by the director of labor that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

37-13.1-1. Suits allowed -- Jurisdiction -- Statute of limitations -- Procedure. -- Any person, firm or corporation which is awarded a contract subsequent to July 1, 1977 with the State of Rhode Island, acting through any of its departments, commissions, or other agencies, for the design, construction, repair, or alteration of any state highway, bridge, or public works other than those contracts which are covered by the public works arbitration act may, in the event of any disrupted claims under the contract, bring an action against the State of Rhode Island in the superior court for Providence county for the purpose of having such claims determined, provided notice of the general nature of such claims shall have been given in writing to the department administering the contract in accordance with the contract specifications set forth for the specific contract. No action shall be brought under this section later than one (1) year from the date of such acceptance of the work by the agency head as so evidenced; provided, however, that no action shall be brought under this section on any contract awarded prior to July 1, 1977. Acceptance of an amount offered as final payment shall preclude any person, firm, or corporation from bringing a claim under this section. The action shall be tried to the court without a jury. All legal defenses except governmental immunity shall be reserved to the state. Any action brought under this section shall be privileged in respect to assignment for trial upon motion of either party.

GENERAL WAGE RATES ARE AVAILABLE ON-LINE

Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials as issued by the Rhode Island Department of Labor are available on line at <http://www.purchasing.state.ri.us/info.htm>. It is advisable to print only the pages applicable to this bid: the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the contract resulting from this bid.

13.1.2 PUBLIC LAW - CHAPTER 5-6-2; WORK FOR WHICH LICENSE REQUIRED:

No person, firm or corporation shall enter into, engage in, or work at the business of installing wire, conduits apparatus, fixtures and other appliances for carrying or using electricity for light, heat or power purposes, unless such person, firm or corporation shall have received a license and a certificate therefore issued by the State Board of Examiner of Electricians.

13.1.3 OTHER LICENSES:

Other trades, i.e., plumbing, Individual Sewage Disposal System installation, pipe fitting and refrigeration and others shall be performed by licensed individuals as required by public law.

13.1.4 TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by the Rhode Island General Laws 44-1-6, three percent (3%) of the contract price will be withheld until the nonresident contractor has completed the substantive requirements of said Statute as follows:

44-1-6. Additional collection powers - Nonresident contractors. -- (a) Any person doing business with a nonresident contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after said contractor has completed his contract and has requested the tax administrator, in writing, to audit his records for the particular project, a receipted copy of such request to be furnished to the person holding the funds. The tax administrator shall within thirty (30) days after receipt of the request, furnish to said nonresident contractor and to the person holding the funds either a certificate of sales and use tax or income tax withheld, or both, due from the nonresident contractor.

Upon receipt of no tax due, the person holding such payment may pay the nonresident contractor the same. Upon receipt of a certificate of taxes due, he may pay to said contractor out of such amount withhold the excess over the amount of taxes set forth in the certificate together with the interest and penalties the assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding such payment may forthwith pay the payment withheld to the nonresident contractor under the terms of the contract free from any claims of the tax administrator against either the person holding such payment or the nonresident contractor for payment of sales or use taxes or income taxes withheld, or both.

In the event the tax administrator shall serve upon said contractor and the person holding such payment a certificate showing the taxes due within such thirty (30) day period, the person holding such payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of such contract price, taking a receipt for the same, and shall

thereupon be free from any claim of the nonresident contractor for such amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials, equipment and service used in performance of the contract of the nonresident contractor on that project.

(b) As used in this section, a nonresident contractor is one who does not maintain a regular place of business in this State. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this State at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

13.1.5 CERTIFICATION OF NON-SEGREGATED FACILITIES

13.1.5.1 Notice to Prospective Federally-Assisted Construction Contractors

A. Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32F.R.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of federally-assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

B. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

13.1.5.2 Notice to Prospective Subcontractors of Requirement for Certification of Non-Segregated Facilities

A. A Certification of Nonsegregated Facilities as required by the May 9, 1967 order (32F.R.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of the subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

13.1.6 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) OF APRIL 28, 1971

The Contractor shall comply with all applicable OSHA regulations.

13.1.7 COPELAND ANTI-KICK BACK LAW

All provisions of the Copeland Anti-Kick Back Law shall apply to this contract.

13.1.8 CLEAN AIR

All provisions of the 1970 Clean Air Act shall apply to contracts in excess of \$100,000.

13.1.9 BIDDERS CERTIFICATION RHODE ISLAND PLAN

A. All general contractors involved in projects exceeding \$10,000 and their subcontractors whose work exceeds \$10,000 are required to fill out and comply with the requirements set forth in Rhode Island Plan contained herein.

B. Any work which is subject to the bid conditions that are performed in a year later than the latest year for which goals of minority utilization were established will be subject to the goals shown for the last year of the bid conditions.

ARTICLE 14 TERMINATION OF SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

ADD Sub-paragraph 14.2.1(The Owner may terminate the contract if the Contractor)
.5 cancels or receives notice of cancellation of any insurance required under the contract.

END OF SUPPLEMENTARY CONDITIONS

SECTION 00 80 10
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM/MINORITY EMPLOYMENT
AND EEO COMPLIANCE

A. The Contractor must agree and certify, unless otherwise exempt, that the Contractor is in compliance with the applicable requirements of Federal Executive Order No. 11246, as amended, State of Rhode Island Executive Order No. 85-11, and other regulations as issued by the State Purchasing Agent, or will take steps to comply with such requirements prior to acceptance of any order from the State.

B. The Department of Administration, Rhode Island State Equal Opportunity Office, General Contract Compliance Certificate and Agreement shall a part of, and be deemed incorporated in, each contract exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

C, All bidders shall comply with the contents and requirements of 41 C.F.R. Part 60-4, goals and timetables for female and minority participation in the construction industry, which were published in the Federal Register, Vol. 43. No. 68, Friday, April 7, 1978. (Subsequent additions and corrections were published May 2, 1978).

***** **END OF EEO/MINORITY EMPLOYMENT AND EEO COMPLIANCE** *****

SECTION 00 80 20
PREVAILING WAGE RATES AND
DAVIS BACON WAGE DETERMINATION REFERENCE
MATERIALS

Prevailing wage rates and Davis Bacon Wage Determination Reference Materials are available online at the State Purchasing Website at www.purchasing.ri.gov. It is advisable to print only the pages applicable to this bid; the rates active on the bid issuance date for this project are applicable for the duration of the contract resulting from this bid.

END OF PREVAILING WAGE RATES

SECTION 00 80 30 PERMIT CONDITIONS

1.1 PERMITS AND LICENSES

No portion of the work within the Main Street Dam or Slater Mill Dam property shall start until all necessary and required permits have been secured.

A list of permits, licenses, and approvals which have already been secured by the Department in relation to the work is included below. All work shall be performed in accordance with all permit conditions defined in the following attachments to Division 0 - Bidding and Contract Requirements:

Attachment 2	USACE Approval – Main Street Fishway
Attachment 3	USACE Approval – Slater Mill Fishway
Attachment 4	CRMC Approval
Attachment 5	RIDEM WQC Approval
Attachment 6	RIDEM Wetlands Permit Approval
Attachment 7	SHPO/NRCS Memorandum of Agreement
Attachment 8	SHPO Letter with Conditions for Approval
Attachment 18	Other Legal Agreements (RIDOT Approval)
Attachment 19	RIPDES General Permit
Attachment 20	City of Pawtucket Building Department Approval
Attachment 21	FERC Approval

The permits and their required conditions shall be considered part of the Contract Documents. The Contractor shall be responsible for adhering to the conditions stipulated in all permits. No Work shall begin until all required permits have been secured to cover the Work.

The Contractor shall be responsible for adhering to the conditions stipulated in all permits. Project construction documents have been submitted to the City of Pawtucket Building Department for review and have been approved (see Attachment 20). The Contractor will be responsible for payment of the City of Pawtucket Building Permit. A temporary permit (local) may be required for field trailers (if any) and, if so, shall be obtained by Contractor. Copies of all required permits and licenses will be forwarded to the Contractor prior to the beginning of the work. The Contractor shall be responsible for conducting the Work in accordance with all provisions of said permits.

The Contractor shall procure any other required permits, licenses and inspections, (except for those to be obtained by the Department as stated herein), pay all charges, fees and taxes and shall give all notices necessary and incidental to the due and lawful prosecution of the work under this Contract. The cost thereof shall be included in the bid prices for the various items specified

herein for the work of this Contract. Copies of all required permits and licenses shall be filed with the Department prior to the beginning of the work.

1.2 ADHERENCE TO PERMIT AND LICENSE CONDITIONS AND REQUIREMENTS

The Contractor shall strictly adhere to all conditions and requirements set forth in the permits and licenses issued in relation to the Work of this Contract. The Contractor shall undertake all incidental work necessary to meet the conditions and requirements of the permits and licenses and shall perform the Work of the Contract in accord with said conditions and requirements. The cost thereof shall be included in the prices bid for the various items specified herein for the work of this Contract.

The Contractor shall be solely responsible for monitoring and complying with the conditions and requirements of all permits and licenses. The Contractor shall solely be responsible for any and all penalties, sanctions, and fines that result from non-compliance with the conditions and requirements of all permits and licenses. Neither the Owner, Engineer, nor Architect/Engineer Department will be held responsible for any penalties which result from Contractor violations of the conditions and requirements of permits and licenses.

It is expected that conditions and requirements contained in permits yet to be issued will substantially conform to the requirements of the plans and specifications and conditions contained in other permits. Therefore, no additional payment will be made for compliance with the conditions and requirements these un-issued permits.

1.3 AIR, SOIL, AND WATER POLLUTION AND NOISE CONTROL

The Contractor shall comply with the applicable local, state, and federal regulations pertaining to Open Burning, and Dust, Odor, Construction and Demolition; and his/her attention is called to applicable Enforcement Provisions in regard to these and other pertinent and applicable regulations. The Contractor shall comply with the provisions of the Clean Air Act of 1970, 42USC, Sections 1857- 1857f.

The Work of this Contract falls within the jurisdiction of the RIDEM under the Rhode Island Pollution Discharge Elimination System (RIPDES) regulations. As per the Phase II regulations, which are now in force, sites where more than 1 acre of land is to be disturbed require the filing of a Notice of Intent (NOI) to obtain coverage under an NPDES Storm Water Construction General Permit. A RIPDES Storm Water Construction General Permit is included required for the Work of this Contract.

It shall be the Contractor's responsibility to obtain and read a copy of the

appropriate EPA storm water construction general permit, complete the necessary Storm Water Pollution Prevention Plan (SWPPP), and file the required NOI form (most recent format) with the EPA. The Contractor shall provide the Engineer for review and comment, five (5) working days prior to the commencement of work, a written SWPPP. The format for the SWPPP shall be as per EPA requirements and as discussed below. Following approval of the SWPPP by the Department, the Contractor shall prepare and submit a NPDES NOI at least 48 hours prior to the start of construction. No construction shall begin prior to the filing of the NOI, and the SWPPP must be kept on-site at all times. It shall be the Contractor's responsibility to maintain the site in accordance with SWPPP and all terms and conditions of the NPDES Storm Water Construction General Permit.

A Sediment and Erosion Control plan and notes are included within the Contract Drawings. The information contained in the plans, specifications, and notes may be used as the basis for the preparation of any sediment and erosion control plan, but shall be considered the MINIMUM acceptable measures. The final content and responsibility for implementation are the Contractor's alone.

The Contractor shall take every precaution to prevent the chemical contamination of soil, groundwater, reservoir water and brook water caused by spilling or leaking of oil, hazardous material, or other chemicals and materials used in the construction operation. The Contractor shall be especially careful not to discharge or spill any oil, grout, concrete, or other contaminants in or onto the waters adjacent to the work.

Clean-up of such spills, leaks or other contamination shall be undertaken immediately by the Contractor. The clean-up work shall be done to the satisfaction of the Engineer and the Owner. All spills, leaks, or other contamination shall be immediately reported to both the Engineer and the Owner. In the event that such a spill or leak is not cleaned up by the Contractor, the Owner reserves the right to have the spill or leak cleaned up by its own forces or by others and the expense of such removal and disposal will be charged to the Contractor.

1.4 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Contractor's SWPPP shall be prepared in accordance with the most recent EPA regulations and guidance under the NPDES Phase II program.

The Contractor's SWPPP shall contain a copy of the EPA NPDES General Permit for Storm Water Discharges Associated with Construction Activity for Rhode Island. The SWPPP shall be prepared in the format specified by the Permit and EPA guidance and shall contain all required information, documentation, and signatures.

- a. The SWPPP shall be developed by the Contractor with input from the Engineer and its Consultant.
- b. The SWPPP shall, at a minimum, incorporate the requirements of all relevant sections of the Contract Documents.
- c. The SWPPP shall summarize erosion and sediment control practices, as well as maintenance and inspection procedures, used at the site.
- d. The SWPPP may also include all necessary documentation for the Contractor's spill prevention control and countermeasures plan. If the spill control plan is not incorporated into the SWPPP, then a separate spill control plan must be prepared and submitted by the Contractor.

The SWPPP shall be a bound, stand-alone document containing all required documents, forms, details, and plans under one cover. A copy of the SWPPP, signed by the Contractor's authorized representative, shall be maintained on the site at all times during construction.

The Contractor shall submit to the Engineer, five (5) working days prior to the commencement of work, a bound copy of the SWPPP for review and comment.

1.5 SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN

The Contractor shall provide the Engineer, five (5) working days prior to the commencement of work, a written spill prevention control and countermeasures plan / emergency action plan. This plan shall include, at a minimum, (1) a plan for containing anticipated construction materials to prevent possible spills; (2) telephone numbers of key management personnel including local and state public safety agencies; (3) an inventory of spill mitigation equipment such as sorbent booms, etc which are to be kept on site; and (4) standard procedures for containing possible spills.

The Storm Water Pollution Prevention Plan and the spill prevention control and countermeasures / emergency action plan may be combined into one document.

1.6 HEALTH AND SAFETY

Health and Safety on the project site shall be the sole responsibility of the Contractor. The Contractor shall be responsible for monitoring the health and safety practices of his own personnel and those of all sub-contractors present on the site. The Contractor shall be responsible for knowledge of and compliance with all relevant OSHA regulations, as well as all other Federal, state, and local laws, ordinances, codes, and regulations pertaining to health and safety.

A general and a site specific Health and Safety plan must be in place prior to the

Start of the Work. The Contractor is hereby notified that RIDEM shall place the utmost importance on the proper planning, execution and adherence to the safety plan and all required general safety procedures. Review of this plan by RIDEM and/or its Consultant in no way implies acceptance of responsibility for job site safety by the RIDEM and/or its Consultant. The Contractor shall be solely responsible for job site safety.

The site specific Health and Safety Plan shall specifically address fall protection, water safety, and traffic safety, as well as all other areas deemed necessary by the Contractor.

Neither the professional activities of the Engineer or the Architect/Engineer, nor the presence of the Engineer or its Architect/Engineer's employees and/or subcontractors will be construed by any party to imply that the Engineer or the Architect/Engineer has any responsibility for any Contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on or about the project site. With respect to site safety, the Engineer will be responsible solely for the on-site activities of its own employees and subcontractors, and this responsibility will not be construed to relieve the Contractor from his obligations to maintain a safe project site.

1.7 SUBMITTALS

The Contractor shall submit the following documents a minimum of five (5) days prior to the start of work:

1. Storm Water Pollution Prevention Plan (SWPPP)
2. Spill prevention control and countermeasures plan
3. Health and Safety Plan - **FOR INFORMATION ONLY**

END OF PERMIT CONDITIONS

SECTION 00 80 40 REFERENCE DOCUMENTS

Reference documents are provided in the following attachments to Division 0 - Bidding and Contract Requirements for the Contractor's use:

- Attachment 9 Hydraulic Report
- Attachment 10 Subsurface Investigation Report - Aldinger 2012
- Attachment 11 Main Street Draft Geotechnical Report - ECS 2008
- Attachment 12 Slater Mill Final Geotechnical Report - ECS 2008
- Attachment 13 City of Pawtucket Boat Landing Property Easement
- Attachment 14 Temporary Construction Easements
- Attachment 15 Intake Sediment Analysis Report
- Attachment 16 River Sediment Analysis Report
- Attachment 17 Trash Rake Specification
- Attachment 18 Other Legal Agreements

END OF REFERENCE DOCUMENTS
