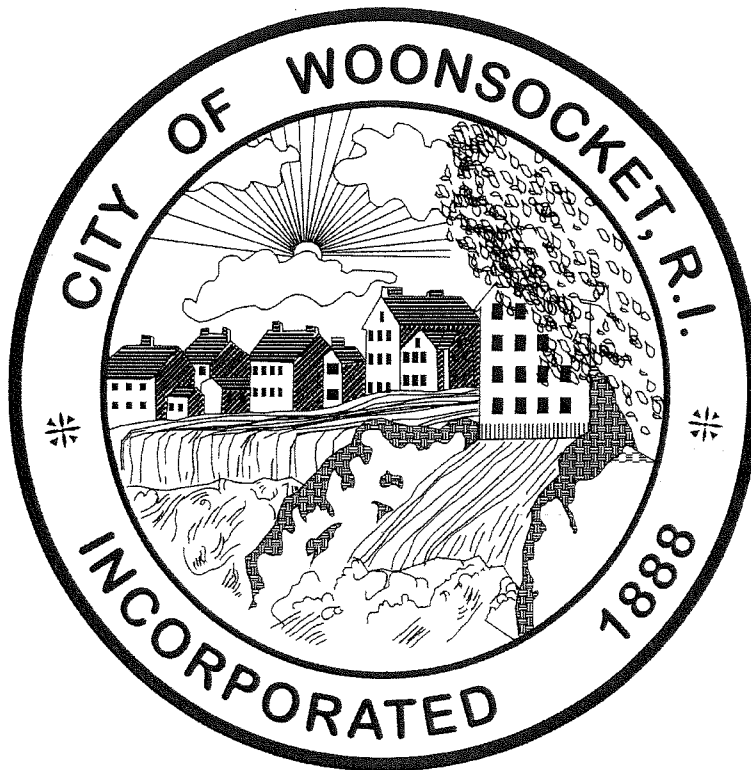


City of Woonsocket



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
RIVERS EDGE DOG PARK EQUIPMENT  
FOR RIVERS EDGE RECREATION COMPLEX  
BID No. 6033

Contract Specifications

*Prepared By:*  
*City of Woonsocket*  
*Department of Planning and Development*  
*July 14, 2021*



**INVITATION TO BID**  
**Rivers Edge Dog Park Equipment**  
**at Rivers Edge Recreation Complex – Bid 6033**  
**Planning Department**

Sealed bids/proposals will be accepted in an enclosed envelope endorsed "Bid No. 6033", and addressed to the Finance Department, City Hall, 169 Main Street, Woonsocket, RI 02895, and will be received until 2:00 pm on **Wednesday, July 28, 2021**, at which time all bids will be opened and read aloud at 2:15pm.

**IN ORDER TO BE A QUALIFIED RESPONDENT TO THIS BID A REPRESENTATIVE OF YOUR COMPANY MUST ATTEND A MANDATORY BIDDERS CONFERENCE VIA ZOOM DUE TO ADDITIONAL DEM RESTRICTIONS.**

Specifically the work shall include, but not be limited to: Attendance of a Mandatory Pre-Bid meeting, Field Verification of the Site, renderings to accompany the bid, delivery of all Dog Park equipment, installation of all Dog Park equipment, maintain a clean and clear site when work is ongoing to allow for the installation of any equipment (if installed by others) and maintain the site for the movement of pedestrian or vehicular traffic and all other incidentals necessary to complete the work of this contract.

In accordance with RI General Law 37-13-7 contracts in excess of \$1,000 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting and decorating.

A certified check or bid bond in the amount of 5% of the bid price must accompany each proposal. The certified checks or bonds will be returned to all but the successful bidder upon execution of the contract. The bidder's check/bond will be returned when the terms of the conditions of the bid are met to the satisfaction of the City of Woonsocket.

In accordance with Rhode Island General Law 44-1-6, nonresident contractors are subject to a 3% withholding of the contract price to secure payment of any sales tax, use tax, and/or income tax withheld that may be due the State of Rhode Island. WBE, MBE and Section 3 contractors are encouraged to bid.

Responses will be evaluated on the basis of the relative merits of the bid in addition to the price. The City/Department of Public Works reserves the right to accept and/or reject any and/or all bids/proposals/responses/options; to waive any technicality to any bid or combination there-of; to contract in part or in whole, and to award/reject in the best interest of the City of Woonsocket. The award will be made on the basis of the most favorable/responsible bid.

No bidder may withdraw its bid within sixty (60) days after the actual time and date of the opening thereof.

Published: July 20, 2021

Christine Chamberland  
Finance Director

**INFORMATION TO BIDDERS**

**CITY OF WOONSOCKET**

**FINANCE DEPARTMENT**

**(401) 762-6400**

**1. RECEIPT AND OPENING OF PROPOSALS**

Sealed bids/proposals will be accepted, and time stamped upon receipt in the Finance Department, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, 02895, until the time indicated on the attached Advertisement for Bids, for the commodities, equipment or services listed in the specifications. Bid/Proposals will be publicly read at the time specified in the advertisement.

**2. FORM OF BID**

Proposals shall be submitted in 4 copies. Supplemental information, drawings, warranties, literature and material to be provided with the bid shall be on the bidder's own form.

**3. SUBMISSION OF BIDS**

Envelopes containing bids must be sealed and addressed to the Finance Department, Office of Purchasing, City of Woonsocket, P.O. Box B, Woonsocket, Rhode Island, 02895, and must be marked with the name and address of the bidder with the name of the bidder in the lower left-hand corner.

The Finance Director will decide when the specified time has arrived to open bids and no bid thereafter will be considered.

Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments, or withdrawals will not be accepted.

Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the time of bid opening.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

Any deviation from the Specifications MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL. The bidder shall indicate how the bid will deviate from Specifications.

**4. RHODE ISLAND SALES TAX**

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

**5. FEDERAL EXCISE TAXES**

The City is exempt from the payment of any excise tax or federal transportation taxes. The price of the bid must be exclusive of taxes and will be so constructed.

**6. QUALIFICATION OF BIDDERS**

The City shall make such investigations, as it deems necessary, to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for this purpose as may be requested. Insurance certificates listing other subcontracting or related firms other than the actual bidder are not acceptable. At the time the bid is submitted to the City all bidders must provide insurance certificates listing the actual bidder as the insured party. The City of Woonsocket must be listed as an additionally insured party and as a certificate holder. The minimum amounts of insurance coverage must be listed as \$2,000,000.00 for general liability and \$1,000,000.00 for automobile liability. Workers compensation insurance must be provided per RI general law (see Table A).

**7. ADDENDA AND INTERPRETATIONS**

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally (except at a mandatory pre-bid meeting). Every request for such interpretations should be in writing, addressed to the Finance Director, P.O. Box B, Woonsocket, Rhode Island 02895, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. Fax transmissions will be accepted with written follow up by bidder.

Any and all interpretations and supplemental instructions, which if issued, will be emailed to all prospective bidders (at the respective email address furnished by the bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of bids (unless such addenda postpones the opening of bids). Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid submitted. All addenda so issued shall become part of the Contract Document.

**8. DELIVERY**

All purchases related to this bid are to be delivered FOB to various locations within the City of Woonsocket, delivery to be supplied with the Purchase Order. No extra charges for delivery, shipping and handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The delivery vehicle must have a motorized lift gate. The vendor must notify the City of Woonsocket 24 hours prior to delivery. All claims for damage in transit or delivery shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced, or adjustments made at the option of the City. The City of Woonsocket is only represented by the Finance Director in these matters and said director shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

9. BID PRICE IS TO INCLUDE THE COST OF UNCRATING, MOVING, UNWRAPPING AND SETTING IN PLACE WHERE NOTED.
10. BID PRICE IS TO INCLUDE INSTALLATION WHERE NOTED.
11. BIDDER MUST COMPLY WITH ALL STATE LABOR LAWS FOR PUBLIC WORKS PROJECTS.
12. THE SUCCESSFUL BIDDER MUST HAVE ALL CURRENT TAXES PAID WHICH ARE OWED TO THE CITY OF WOONSOCKET AND STATE OF RHODE ISLAND.
13. IN ACCORDANCE WITH RHODE ISLAND GENERAL LAW 37-13-7, every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents. THE RATES ARE AVAILABLE FROM THE RHODE ISLAND DEPARTMENT OF LABOR AT (401) 457-1800.
14. IN ACCORDANCE WITH RHODE ISLAND GENERAL LAW 37-13-14, BIDDERS FOR PUBLIC WORKS/BUILDING CONTRACTS IN *EXCESS OF \$50,000.00 SHALL FURNISH A PERFORMANCE BOND, UPON CONDITIONAL AWARD OF THE CONTRACT*, AT 100% OF THE CONTRACT PRICE, CONDITIONED UPON FAITHFUL PERFORMANCE OF THE CONTRACT. A LABOR AND MATERIALS BOND, AT FULL CONTRACT VALUE, IS REQUIRED UPON CONDITIONAL AWARD OF THE CONTRACT.

**CONTRACT FORMS**

**CITY OF WOONSOCKET**

**RHODE ISLAND**

**FINANCE DEPARTMENT**

**PURCHASING DIVISION**

**THE OFFICER OF THIS COMPANY, HEREBY, CERTIFIES THAT THIS COMPANY IS IN GOOD STANDING WITH THE STATE OF RHODE ISLAND AND ALL THE REQUIRED RECORDS HAVE BEEN FILED WITH THE STATE.**

NAME:	
CORPORATION NAME:	
BY:	TITLE:
STREET ADDRESS:	
CITY:	STATE:
WITNESS:	DATE:

### CONTRACTORS APPLICATION FOR PAYMENT

TO: City of Woonsocket, 169 Main Street, Woonsocket, RI 02895	
PROJECT:	
FROM:	
PROJECT #	APPLICATION #

Application is made for payment as shown below:

1. ORIGINAL CONTRACT SUM .....\$ \_\_\_\_\_
2. PENDING CHANGE ORDERS .....\$ \_\_\_\_\_
3. CONTRACT SUM TO DATE .....\$ \_\_\_\_\_
4. TOTAL COMPLETED TO DATE .....\$ \_\_\_\_\_
5. RETAINAGE (10% of Completed Work).....\$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE .....\$ \_\_\_\_\_
7. LESS PREVIOUS PAYMENTS .....\$ \_\_\_\_\_
8. CURRENT PAYMENT .....\$ \_\_\_\_\_
9. BALANCE TO FINISH INCLUDING RETAINAGE .....\$ \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payment received from the City of Woonsocket, and that current payment shown is now due.

Contractor:	
Amount Certified:	
By:	Date:
State:	County:
Subscribed and sworn to before me this                      day of	
Notary Public:	My Commission expires:
Authorized for Payment:	Date:

## **GENERAL CONDITIONS**



**GENERAL CONDITIONS  
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## 1. SCOPE OF WORK

Specifically the work shall include, but not be limited to: Invoice list of dog park equipment, delivery of all Dog Park equipment, installation of all Dog Park equipment if applicable, maintain a clean and clear site when work is ongoing to allow for the installation of any equipment (**if installed by others**) and maintain the site for the movement of pedestrian, vehicular and bike traffic and all other incidentals necessary to complete the work of this contract.

The Contractor shall provide at their own expense all necessary Bonds, Social Security, Unemployment and Cash Sickness Benefits, Taxes, Workman's Compensation, Public Liability and Property Damage Insurance, and other necessary items. The contractor shall obtain all licenses and permits as required by law or ordinance. The contractor shall give all notices and comply with all local, state and federal rules, regulations, laws and/or ordinances for the conduct of work as shown in the plans and specifications.

## 2. OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall take responsibility for the work done under this contract, for the protection of all the work, and for preventing injuries and damage to property or utilities on or about the work. The contractor shall in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders, relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses sustained by the contractor or by the City on account of the quality or character of the work, because the nature of the land differs from that which was estimated or expected, or on account of the weather, conditions or any other causes. The Contractor shall assume the defense of all claims, regardless of Character against the contractor or the City. The contractor shall indemnify and hold harmless the City, its officers or agents, against all claims for injuries to persons, corporations or property arising out of the work done under this contract; or groundless, false, or fraudulent claims or claims relating to labor and materials furnished for the work.

## 3. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this section. Work shall not commence until the City has approved such insurance. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. The amounts of such insurance shall be as defined in **TABLE A**.

The Contractor and all subcontractors shall also obtain insurance "Riders" to cover special hazards, such as blasting, hazardous waste removal, etc., to be encountered in the work required under this contract. The coverage for such riders shall be the same as that specified above for Public Liability and Property Damage. The Contractor and subcontractors, if any, shall also obtain any and all other insurance as may be required by law, including but not limited to, Workmen's Compensation Insurance.

The Contractor shall provide the City's Engineering Division with satisfactory proof of the insurance required. This proof shall consist of two (2) certificates from each insurer insuring the Contractor or any subcontractor under this contract. These certificates shall contain the name and address of the insured, the policy number, the limits of liability, the expiration date of the policy, a statement that the insurance of the type afforded by the policy applies to all the Contractor's operations on or

at the site of the work, a statement which refers to this contract and insurance specification and states that such insurance is as required by this contract, and a statement as to exclusions and methods of cancellation.

#### 4. CONTROL BY THE ENGINEER AND CONSTRUCTION SPECIALIST

The Engineer and/or Construction Specialist shall have general supervision and direction of the work. The Contractor shall abide by all orders, directions and requirements, and shall perform all work to the satisfaction of the Engineer.

The Engineer and/or Construction Specialist shall have the authority to reject all materials which do not conform to the contract; to approve the methods, manner and sequence of all work; to determine the amount, quality, acceptability, and fitness of all parts of the work; and shall interpret the plans, specifications and other contract documents, issue any extra work orders and give final approval to the complete work.

The Engineer and/or Construction Specialist shall decide upon all questions in connection with the work and shall within a reasonable time after presentation to him of such questions, make decision, in writing, relating to the execution and progress of the work or the interpretation of the contract documents.

The Engineer and/or Construction Specialist shall have the authority to make minor changes in the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work shall be authorized without written order from the Engineer and/or Construction Specialist, except in an emergency that is endangering life or property. No claim for an addition to the contract sum shall be valid unless so ordered.

#### 5. COMMENCEMENT PROSECUTION AND COMPLETION

The Contractor will be required to commence work under this contract within the time limit specified therein after the date of the notice to proceed, to prosecute the work with faithfulness and energy, and to complete the entire work under this contract by the limit stipulated. The completion time is specified in **TABLE A** at the end of this section. The completion time stipulated above shall include final cleanup of the premises.

#### 6. PUBLIC SAFETY

If applicable, the contractor will provide, erect, and maintain continually, seven day per week and twenty-four hours per day, all necessary barricades, reflective signs, signals, flashing lights, etc., and take all necessary precautions for the protection of the work and the safety of the public.

The Contractor will coordinate and assume the expenses for the necessary Police Details and necessary police cruisers and Flag Persons. The contractor will assume all responsibility of Public Safety while maintaining all proper cautions including but not limited to signs, barricades, caution tape, perimeters, fencing, etc. 24 hours a day 7 days a week. The Contractor shall be required to maintain accessibility open to all **Bike, Pedestrian and Vehicular traffic** at all times during working hours. During non-working hours (including evenings, weekends, and holidays) the Contractor must maintain a safe and secure worksite. Safe access and egress for all side streets and residential, commercial or industrial driveways must be maintained at all times.

#### 7. CLEANING UP

The construction area must be clean at all times especially including after the end of the work day. The Contractor shall keep the construction area clean at all times of waste material, debris or rubbish, including storage areas. The contractor shall remove any rubbish, tools, scaffolding, equipment, materials, and all other items from and around the premises including any debris that may have been transferred or blown out of the construction area, which do not belong to the City or owner, prior to completion of the work. The Contractor shall leave the construction premises, after the completion of work, in a clean and brand new condition satisfactory to the Engineer and Specialist.

#### **8. CORRECTION OF WORK BEFORE FINAL PAYMENT**

If the Contractor does not remove any materials, rubbish, storage, containers, debris, porta pot, soil, vehicles, and etc. within a reasonable time, determined by the Engineer or Specialist and/or by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days' time thereafter, the City may, following an additional ten (10) days written notice, sell such materials at auction or at private sale. The City shall keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

#### **9. INVOICES**

The Contractor shall invoice the total amount for the job under one invoice after the work is completed. Unless special invoicing is instructed by Engineer or Specialist.

#### **10. PAYMENTS**

The total price bid shall include all costs for furnishing all materials, performing all the work, and furnishing all the tools, equipment, overhead items, and incidentals necessary to complete the work. The payment will be based upon the contract price except that the City may deduct and retain various amounts to cover damages or claims.

#### **11. PAYMENT WITHHELD**

The City may withhold from final payment such payment as deemed necessary by the Engineer or Specialist to protect against loss of:

- a. Defective work not remedied.
- b. Claims filed or reasonable and probable evidence of claims to be filed.
- c. Failure of the Contractor to properly make payments to subcontractors.
- d. Damage to another Contractor.
- e. Failure to complete the contract on time
- f. Failure to fully clean the site after all work is complete.
- g. Damage to existing area not relating to contract
- h. Any and all contractor damage.
- i. Any excess material, waste, soil, debris, dumpster, Porta Pot, or other items left on the premises

Payment shall be made in the amount withheld when the above grounds are removed.

**TABLE A**

<b>General Conditions Reference</b>	<b>Item</b>	<b>Minimum Limits</b>
3	Worker's Compensation and Employer's Liability Insurance	As required by law in the State of Rhode Island  Employer's Liability Limits: \$100,000 Each Accident \$500,000 Disease - Policy Limit
3	General Liability, including Contractor's Protective, Products and Completed Operations and Contractual Liability	\$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations – Aggregate \$1,000,000 Personal Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Payments

(C.U.\* Collapse and Underground coverage to be included. Blasting and explosion coverage required, if there will be blasting under the contract.)

3	Automobile Liability	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
3	Owner's Protective Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate, Bodily Injury and Property Damage
3	Builder's Risk and Installation Floater Coverage	Limit equal to the total insurable Value of all Materials and Equipment to be built and / or Installed.

**Carrier Requirements**

	All carriers used must have a Financial Performance Rating from A.M. Best Company of at least "A". Bid Bonds, supply bonds and performance bonds will be required as necessary.	
5	Time of Completion	Work must continue daily until completed.

## **Request for Proposals**

- **A detailed invoice with the following dog park equipment items:**
  - **Small Dog Hoop Jump**
  - **2 Sets of Weave Posts (Set of 6 poles each)**
  - **King of the Hill**
  - **Doggie Crawl**
  - **Rover Jump Over**
  - **Hoop Jump**
  - **Teeter Totter**
  - **2 Aluminum Dogipot Pet Stations**

**The dog park equipment can be found in the Dog Park and Facilities Catalog. Any substitutes must be of equal or better quality as deemed by the Department of Planning in Woonsocket Rhode Island.**

- **The color of the dog park equipment should be natural in color. For example, green and tan.**
- **Estimates must include equipment, shipping and handling, liftgate and or unloading.**
- **Estimates for installation of equipment if applicable.**

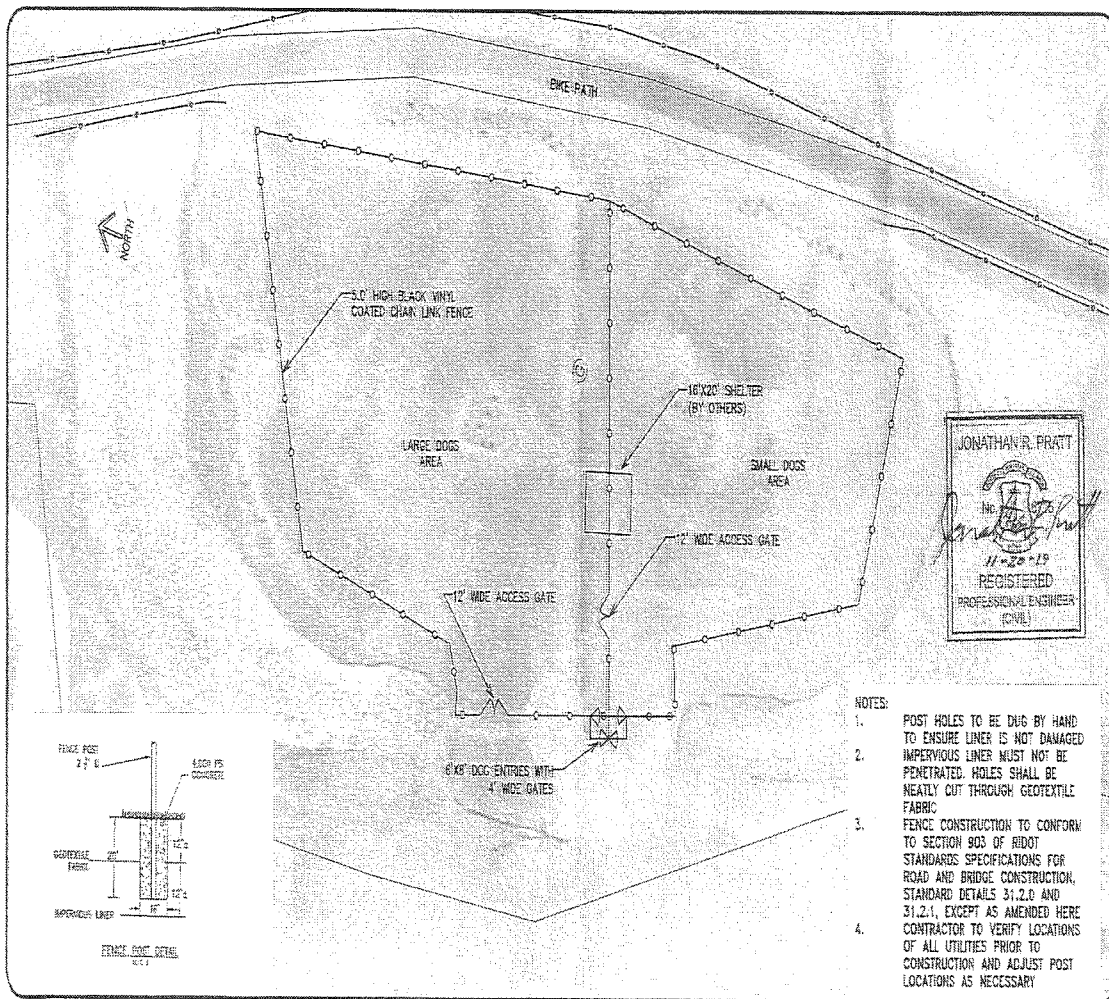
### **Note:**

**This is a capped brownfield with a membrane and concrete footings must be hand dug to a depth no more than 20 inches. There is a geotextile layer above the membrane that may be penetrated, but the membrane cannot be pierced. If manufacturers require footings to be deeper for a specific piece of equipment, the diameter of the footing shall be increased to compensate.**

**Satellite photo below shows proposed location of the dog park (former pitch & putt area). The stamped fence drawing shows the designated areas for small and large dogs.**

## Proposed Dog Park Location





DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
169 MAIN STREET  
WOONSOCKET, RI 02895

PROPOSED FENCE  
DOG PARK AT RIVER'S EDGE  
CITY OF WOONSOCKET, RI  
DEPARTMENT OF PUBLIC WORKS

SHEET 1 OF 1  
SCALE 1" = 50'  
NOVEMBER, 2019



## SPECIAL CONDITIONS

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## 1. BRIEF SCOPE OF WORK FOR CONTRACT

Specifically the work shall include, but not be limited to: Invoice list of all dog park equipment, delivery of all Dog Park equipment, installation of all Dog Park equipment, maintain a clean and clear site when work is ongoing to allow for the installation of any equipment (**if installed by others**) and maintain the site for the movement of pedestrian, vehicular, and bike traffic and all other incidentals necessary to complete the work of this contract.

## 2. LIMITS OF CONTRACT

The limits of the project are as follows:

Rivers Edge Recreation Complex (former pitch and putting green), across from the concession stand and playground.

## 3. STANDARD SPECIFICATIONS AND OTHER REQUIREMENTS

The Rhode Island Building Code Specifications for Construction, latest edition shall be followed during this contract.

The Contractor shall be responsible for notifying each Utility Company and the City of Woonsocket, Public Works Department(s) at least twenty-four (24) hours in advance of any work to be performed by the Contractor, which might affect existing facilities.

The Contractor shall, at the time of notification, request that the Utility Company and/or the City of Woonsocket, Public Works Department(s) sends a representative to be present at the work site at all times when work is on, adjacent to or in close proximity to such Utility Company and/or the City of Woonsocket facilities.

## 4. MAINTENANCE OF TRAFFIC FLOW

The contractor shall provide temporary construction signs in accordance with OHSA for all work during this contract.

The Contractor shall provide temporary signage directing the public to the temporary alternate entrance into and around the Rivers Edge Recreation Complex (former pitch and putting green), **along with the Bike Path** across from the concession stand and playground during this contract.

The Contractor will not be responsible for these provisions in the case of advanced utility work by other utility companies that are not part of this contract.

The Contractor will be responsible for coordinating with the Engineer and the Public Works Department on the coordination of work to be conducted during regular business hours of operation.

## 5. SUGGESTED SEQUENCE OF CONSTRUCTION

One week prior to the pre-construction conference the Contractor must submit to the Engineer for approval a detailed construction work sequence and time schedule for the completion of all work associated with this contract and the requirements it contains. Approval of the work sequence and the time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project and vehicle and pedestrian access to abutting residential, commercial

and/or industrial establishments.

The Contractor shall be required to maintain accessibility open to all **Bike, Pedestrian and Vehicular traffic** at all times during working hours. During non-working hours (including evenings, weekends, and holidays) the Contractor must maintain a safe and secure worksite. Safe access and egress for all side streets and residential, commercial or industrial driveways must be maintained at all times.

## 6. SPECIAL REQUIREMENTS FOR SITE PROTECTION

In addition to the requirements of the R.I. State Building Code and the special requirements of other sections of the Contract Documents, the following requirements shall be adhered to by the Contractor:

- a. The Contractor shall be required to install and maintain proper warning and construction signs and protection devices at the work location (if needed).

The Contractor shall schedule his construction activities with the Engineer/Public Works Department, so not to restrict no more than one entrance/exit at a time, unless otherwise approved in writing by the City.

There will be no separate payment for any of these requirements. The cost shall be considered incidental to the Contract. Longitudinal drop-offs within the roadway cross section will not be allowed other than as agreed upon with The Department of Public Works/Engineer, detailed on the Plans or as described in the Specifications (IF Needed).

## 7. COORDINATION OF TEMPORARY ACCESS/EGRESS POINTS WITH THE RIVERS EDGE RECREATION COMPLEX

Any egress/access detour plans must be submitted for approval by the Contractor to the Engineer and the City's Public Works Department at least one (1) week prior to the implementation of said egress/access detour in order to provide adequate time for review. Egress/access detour plans must include all points of entry to the recreation complex.

## 8. MAINTAIN PUBLIC ACCESS

The Contractor, at his own expense, shall keep all the public sidewalks, private walks, and driveways in which he may be at work open for **Bike, Pedestrian and Vehicular Traffic** at all times, unless otherwise authorized by the Engineer/City's Public Works Department in writing.

If in the opinion of the Engineer or the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over his work where necessary to provide such temporary means of crossing or guarding as shall be acceptable to the Engineer. The Contractor shall conduct his work for this purpose in such a manner as the Engineer may direct from time to time.

## 9. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT

The Contractor, at his own expense, shall provide for overnight storage of construction material/equipment. The Contractor shall provide the Engineer with a copy of any agreement with the City for storage of materials or equipment on private property.

The Contractor shall be solely responsible for storage of material or equipment on City property.

No portion of the **Bike Path, Roadway or Sidewalks** may be used for storage of construction material or equipment.

## 11. FEDERAL CDBG CONSTRUCTION-REHAB CONTRACT PROVISIONS

### FEDERAL CONTRACT PROVISIONS (REQUIRED BY 24 CFR 85.36)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

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

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67) (all construction contracts in excess of \$10,000 by grantees and their contractors or sub-grantees)

The contractor agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause

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

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the stipulations of this section into every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

2. Section 3 -- Compliance in the Provision of Training, Employment and Business Opportunities

The contractor agrees to comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor agrees to include the following language in all subcontracts executed under this agreement:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the City Department of Planning & Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are provide economic opportunities for lower income personas residing in the area in which the project is located.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. Title VI Civil Rights Act of 1964

The contractor, with regard to the work performed by it during the contract, agrees not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be per-formed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the City, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to

Withholding of payments to the contractor under the contract until the contractor complies; and/or, Cancellation, termination or suspension of the contract, in whole or in part.

The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the State of Rhode Island, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

4. Section 504 Rehabilitation Act of 1973

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understandings, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each

subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

5. Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 (Section 503)

The contractor will take affirmative action to employ and advance in employment qualified individuals with disabilities.

6. Age Discrimination Act of 1975

The contractor agrees to comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Americans With Disabilities Act of 1990

The contractor agrees to comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8. Section 402, Veterans Readjustment Act of 1974

The contractor will take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era and prohibits discrimination based on Vietnam-era veteran status or special disabled veteran status in federally assisted programs.

9. Lead Based-Paint Poisoning Prevention Act (42 USC 4831(b))

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). 1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated. 2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325. 3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices. 4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab.

10. Certification of Non-segregated Facilities

The contractor certifies that he/she does not maintain or provide for his/her employees any



segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

#### 11. Retention and Access Requirements for Records (24 CFR Part 85.42)

The contractor agrees to comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Rhode Island records access and retention requirements, to wit Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications.

If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.

Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the City.

The City shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the City may make arrangements with grantees to retain any records that are continuously needed for joint uses.

The City, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

Unless otherwise required by law, City shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

12. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611)

The contractor will maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any sub-recipient agency that is receiving CDBG funds from the City; any member of his/her immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

13. Remedies/Sanctions or Breach of Contract Terms

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

14. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000)

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

15. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000)

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

16. Reports and Information

The contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

17. Records and Audits

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit and investigative purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

18. Copyright and Patent Rights

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the City shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

19. Compliance with Copeland "Anti-Kick Back" Act

The contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub-grants for construction or repair services.

20. Compliance with Davis-Bacon Act

The contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees.

21. Federal Labor Standards Provisions

The contractor agrees to comply with the requirements as detailed in the attached form HUD-4010.

22. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

The contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

23. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000)

The contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

24. Environmental Protection

The contractor will cooperate with and assist the City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).

25. Conservation

The contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Rhode Island's energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

26. Historic Preservation

The contractor agrees to comply with all federal laws and regulations governing historic preservation.

27. Drug-Free Workplace Requirements

The contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 USC 701) and agrees to comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

28. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractors who apply or bid for an award of \$100,000 or more agree to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,

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

29. Debarment and Suspension (EOs 12549 and 12689)

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

30. Contractor Section 3 Plan

Contractor shall comply with the policy requirements of the Department of Housing and Urban Development set forth in Section 3 of the Housing and Urban Development Act of 1968. The details of compliance are outlined in this Plan.

1. Policy

Section 3 states that each grantee, sub-grantees, contractor and subcontractor undertaking work funded in whole or in part with a Community Development Block Grant shall ensure, to the greatest extent feasible, that:

- (a.) Opportunities for training and employment be given to lower income residents of the project area, and;
- (b.) Contracts for work to be performed are awarded to eligible Section 3 business concerns.

2. Definitions

- (a.) The "Project Area" means the entire geographic area of the City of Woonsocket.
- (b.) A "lower income" resident means any person residing in the project area for at least 30 days and having a family income in the past 12 months of less than \$11,900.
- (c.) An "eligible Section 3 business" means any business concern which meets one of the following standards:
  - (i.) The business is located in the project area and qualifies as a small business using SBA standards.
  - (ii.) The business is located outside the project area and qualifies as small using SBA standards. In addition, at least persons who reside in the project area and who qualify under SBA standards as socially or economically disadvantaged own 51% of the business.

(d.) SBA standards for qualification as a small business are as follows:

- (i.) Wholesale – annual receipts no more than \$5 million to \$15 million, depending on the industry.
- (ii.) Retail or Service – annual receipts no more than \$1 million to \$5 million, depending on the industry.
- (iii.) Construction – annual receipts not more than \$5 million, averaged over 3 years.
- (iv.) Manufacturing – no more than 250 to 1,500 employees, depending on the industry.

Precise criteria may be found in Part 121 Title 13 of the Code of Federal Regulations.

(e.) Qualifications as an “economically or socially disadvantaged person” may be achieved by meeting any one of the following SBA standards.

- (i.) Member of a minority group that has been deprived of access to normal economic financial resources.
- (ii.) An identifiably physically handicapped person, where the handicap severely limits that person’s ability to obtain financial assistance to enter or to improve a business.
- (iii.) Any person whose residence and business are located in an area where the local banking community is unable or unwilling to provide small business financing.
- (iv.) Any honorably discharged Vietnam-era veteran (since August 1974).

### 3. Preliminary Statement of Work Force Needs

The Contractor anticipates new hires and the enrollment of \_\_\_\_\_ trainees or apprentices as a result of work to be performed under this contract. Contractor pledges that it will make a good faith effort to recruit:

lower income project area residents as regular employees, and

lower income project area residents as trainees or apprentices.

This good faith effort would include:

- (a.) Notification of recruitment sources that preference in hiring will be given to lower-income project area residents;
- (b.) Maintaining a listing of qualified lower income residents who apply for work during the life of the contract;
- (c.) Attempting to recruit the required number of lower income project area residents through local advertising media and notification of community organizations.

### 4. Affirmative Action Plan for Utilization of Section 3 Businesses

Contractor anticipates that it will be necessary to let:

- a) \$ \_\_\_\_\_, in subcontracts to fulfill its obligations under this contract.
- b) Of this amount, contractor pledges to make a good faith effort to award subcontracts in the amount of \$ \_\_\_\_\_ to eligible Section 3 businesses. This good faith effort would include:

- (i.) The direct notification of eligible Section 3 businesses that a contract will be let, and the provision of information necessary to allow them maximum feasibility opportunity to develop and submit responsive bids.
- (ii.) The inclusion in bid specifications of the Section 3 project area definition and the income limits for qualifications as a lower income person.
- (iii.) Requiring the bidders to submit their own Section 3 Plans. Failure to submit a Section 3 Plan would result in rejection of the bidder as not being responsive.

#### 5. Record Keeping and Reporting

Contractor agrees to maintain a listing of qualified lower-income project area residents who apply for work during the life of this contract, and to secure the certification of such persons that they do in fact qualify as a lower income project area resident.

Contractor agrees to maintain data on employment, contracting and purchase of materials in sufficient de-tail to allow accurate preparation of Section 3 compliance reports.

Contractor agrees to submit to the grantee each month Section 3 Compliance reports for employment of lower income residents for utilization of businesses.

#### 31. Current Prevailing Wage Rates

Contractor will pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor is included with this document.

#### DAVIS BACON

Wage Decision "Lock-In" is Based On:

- The formal bid opening date, as long as the construction contract is awarded within 90 days.
- If the construction contract is not awarded within 90 day of the formal bid opening date, the date that the construction contract is awarded is the "Lock-In" date.

<http://www.gpo.gov/davisbacon/ri.html>

For more information regarding prevailing wage rates, contact the RI Department of Labor at (401) 462-8527.

#### 32. Federal Labor Standards Provisions form HUD-4010

Contractor agrees to comply with all provisions outlined in form HUD-4010.

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the

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

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

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the



recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a de-termination within 30 days of receipt and so ad-vise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate pre-scribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage de-termination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written re-quest of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or pro-gram.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor; or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found un-der 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section

1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the

commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) **The contractor MUST submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information must be submitted according to recommended documentation by the Construction Supervisor/Specialist. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management Budget under OMB Control Number 1215-0149.)**
- (b) **Each payroll submitted MUST be accompanied by a "Statement of Compliance," as listed above in subsection 3ii, and signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the per-sons employed under the contract and shall certify the following:**
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete.
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
  - (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such re-cords available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered pro-gram shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprentice-ship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that de-termination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprentice-ship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved pro-gram for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage de-termination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with

the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered pro-gram shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration with-draws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions re-quire, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR .12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Ad-

ministration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement knowing the same to be false. . . Shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all-hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

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

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible

for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.
- (3) e Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

#### **Prevailing Wage Determination**

"General Decision Number: RI20210001 04/23/2021

Superseded General Decision Number: RI20200001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0                      01/01/2021

1	01/22/2021
2	03/05/2021
3	04/09/2021
4	04/23/2021

ASBE0006-006 12/01/2019

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).	\$ 36.60	\$ 22.40

ASBE0006-008 09/01/2019

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.)	\$ 43.60	\$ 29.90

BOIL0029-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 42.42	\$ 24.92

BRR0003-001 06/01/2020

	Rates	Fringes
BRICKLAYER, STONEMASON, POINTER, CAULKER & CLEANER.....	\$ 42.55	\$ 28.02

BRR0003-002 03/01/2020

	Rates	Fringes
MARBLE SETTER, TERRAZZO WORKER & TILE SETTER	\$ 40.78	\$ 28.92

BRR0003-003 03/01/2020

	Rates	Fringes
MARBLE, TILE & TERRAZZO FINISHER.....	\$ 34.10	\$ 27.88

CARP0330-001 01/01/2021

	Rates	Fringes
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CARPENTER (Includes Soft Floor Layer)	\$ 39.72	\$ 28.66
DIVER TENDER	\$ 40.72	\$ 28.66
DIVER.	\$ 51.47	\$ 28.66
PILED RIVER	\$ 39.72	\$ 28.66
WELDER	\$ 40.72	\$ 28.66

FOOTNOTES:

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

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

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

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

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CARP1121-002 01/06/2020

	Rates	Fringes
MILLWRIGHT	\$ 39.07	\$ 29.15

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ELEC0099-002 06/01/2020

	Rates	Fringes
ELECTRICIAN	\$ 41.61	57.24%
TELEDATA SYSTEM INSTALLER	\$ 31.21	13.10%+14.93

FOOTNOTES:

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

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

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ELEV0039-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC	\$ 55.03	35.825+A+B

FOOTNOTES:

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



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

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ENGI0057-001 12/01/2020

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1	\$ 42.55	27.70+a
GROUP 2	\$ 40.55	27.70+a
GROUP 3	\$ 36.17	27.70+a
GROUP 4	\$ 33.32	27.70+a
GROUP 5	\$ 39.60	27.70+a
GROUP 6	\$ 30.40	27.70+a
GROUP 7	\$ 24.40	27.70+a
GROUP 8	\$ 36.25	27.70+a
GROUP 9	\$ 40.17	27.70+a

BOOM LENGTHS, INCLUDING JIBS:

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

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

Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

FOOTNOTES:

Hazmat work: \$2.00 per hour additional.

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

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ENGI0057-002 11/01/2020

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewer line projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1	\$ 35.70	27.70+a
GROUP 2	\$ 30.40	27.70+a
GROUP 3	\$ 24.40	27.70+a
GROUP 4	\$ 30.98	27.70+a
GROUP 5	\$ 34.68	27.70+a
GROUP 6	\$ 34.30	27.70+a
GROUP 7	\$ 29.95	27.70+a
GROUP 8	\$ 31.33	27.70+a
GROUP 9	\$ 33.28	27.70+a

FOOTNOTE:

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

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

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

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ENGI0057-003 12/01/2020

## BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1	\$ 41.82	27.70+a
GROUP 2	\$ 39.82	27.70+a
GROUP 3	\$ 39.60	27.70+a
GROUP 4	\$ 35.60	27.70+a
GROUP 5	\$ 32.75	27.70+a
GROUP 6	\$ 38.90	27.70+a
GROUP 7	\$ 38.47	27.70+a
GROUP 8	\$ 35.79	27.70+a

## BOOM LENGTHS, INCLUDING JIBS:

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

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

Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

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IRON0037-001 09/16/2020

	Rates	Fringes
IRONWORKER	\$ 37.43	29.62

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LABO0271-001 11/29/2020

#### BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1	\$ 33.05	26.05
GROUP 2	\$ 33.30	26.05
GROUP 3	\$ 33.80	26.05
GROUP 4	\$ 34.05	26.05
GROUP 5	\$ 35.05	26.05

#### LABORERS CLASSIFICATIONS

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

Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

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LABO0271-002 11/29/2020

#### HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 49.23	23.50
Group 2.....	\$ 38.75	23.50
Group 3.....	\$ 51.23	23.50
FREE AIR		
Group 1.....	\$ 41.30	23.50
Group 2.....	\$ 38.75	23.50
Group 3.....	\$ 43.30	23.50
LABORER		
Group 1.....	\$ 33.05	24.05
Group 2.....	\$ 33.30	24.05
Group 3.....	\$ 34.05	24.05
Group 4.....	\$ 26.55	24.05
Group 5.....	\$ 35.05	24.05
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 37.80	23.05
Top Man & Laborer.....	\$ 36.85	23.05
TEST BORING		
Driller.....	\$ 38.25	23.05
Laborer.....	\$ 36.85	23.05

#### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

#### LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

#### LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

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PAIN0011-005 06/01/2020

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 35.62	22.55
Epoxy, Tanks, Towers, Swing Stage & Structural Steel	\$ 37.62	22.55
Spray, Sand & Water Blasting.	\$ 38.62	22.55
Taper.....	\$ 36.37	22.55
Wall Coverer.....	\$ 36.12	22.55

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PAIN0011-006 06/01/2020

	Rates	Fringes
GLAZIER.	\$ 39.18	22.55

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

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PAIN0011-011 06/01/2020

	Rates	Fringes
Painter (Bridge Work).	\$ 52.25	22.55

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PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter	\$ 24.79	13.72

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PLAS0040-001 06/03/2019

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.00	27.15

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

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PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.85	22.20

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PLAS0040-003 07/01/2019

	Rates	Fringes
PLASTERER	\$ 37.55	27.50

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PLUM0051-002 08/31/2020

	Rates	Fringes
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Plumbers and Pipefitters.	\$ 44.69	31.20
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 ROOF0033-004 12/01/2020

	Rates	Fringes
ROOFER.	\$ 39.40	28.06

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 \* SFRI0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER.	\$ 47.55	26.60

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 SHEE0017-002 12/01/2020

	Rates	Fringes
Sheet Metal Worker.	\$ 38.58	36.73

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 TEAM0251-001 05/01/2019

#### HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	\$ 27.96	26.8525+A+B+C
GROUP 2.....	\$ 27.61	26.8525+A+B+C
GROUP 3.....	\$ 27.66	26.8525+A+B+C
GROUP 4.....	\$ 27.71	26.8525+A+B+C
GROUP 5.....	\$ 27.81	26.8525+A+B+C
GROUP 6.....	\$ 28.21	26.8525+A+B+C
GROUP 7.....	\$ 28.41	26.8525+A+B+C
GROUP 8.....	\$27.91	26.8525+A+B+C
GROUP 9.....	\$ 28.16	26.8525+A+B+C
GROUP 10.....	\$ 27.96	26.8525+A+B+C

#### FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veterans Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.
- B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.
- C. Employees on the seniority list shall be paid a one-hundred-dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)



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

#### TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

## Union Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

## PROPOSAL

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this proposal to execute within two (2) days after notice of award the required contract agreement and the required contract bond, of which contract this proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the proposal. Any "extra" or "force account work" will be paid for, differing site conditions, changes, extra work and force account work/ of the standard specifications and the undersigned bidder hereby agrees to accept payment therefore as stated herein.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described, subject however, to changes in the contract.

**The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud. The undersigned bidder submits herewith, a proposal guarantee in the form of a bid bond in favor of the City of Woonsocket in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee shall be forfeited to the City of Woonsocket as liquidated damages if the required contract agreement and contract bond are not executed within two (2) days of the notice of award. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by The Federal Register). The City of Woonsocket reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the City of Woonsocket, Finance Department.**

Whoever, being an officer, agent, or employee of the United States, or of any State, or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false person as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever, knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provisions of the Federal-aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented. Shall be fined not more than \$10,000

or imprisoned not more than five years, or both. By signing here, the signee agrees that the disk submitted is the same as the paper submitted and that any discrepancies may result in disqualification of the bid.

## PROPOSAL

BEING EITHER A (INDIVIDUAL, PARTNERSHIP, OR CORPORATION INCORPORATED)  
UNDER THE LAWS OF ANY STATE IN THE UNITED STATES OF AMERICA.

Contractor:
COMPOSED OF OFFICERS, PARTNERS OR OWNER, AS FOLLOWS:
President:
Vice - President:
Secretary:
Treasurer:
Address: _____

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Name of Signatory - Title:	Date:
Total Bid Price for All Items Written in Words	
Total Bid Price for All Items Written in Numbers	
Bid Price Per Ton in Numbers	

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud.