

Patricia A. Peshka
Purchasing Agent



Joseph J. Solomon
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode island 02886
Tel (401)738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Wednesday, August 7, 2019. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
PROPOSALS REQUESTED FOR**

**RFP2020-124 Improvements to Pedestrian Crosswalks, Streetscape, and Commercial
Corridor of Conimicut Village**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, August 7, 2019. **Please note that our office will be closed on Monday, August 12, 2019 and will re-open on Tuesday, August 13, 2019 at 8:30am.**

A **mandatory** pre-bid conference will be held on Monday, August 19, 2019 at 11am at Donovan Park, site access at the intersection of West Shore Rd. and Beach Avenue .Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, August 27, 2019. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room at Warwick City Hall.

Awards will be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

The City of Warwick, in addition to soliciting proposals in response to this RFP, may consult, consider, and make an award for any and all open proposal offers for a comparable unit as sought herein at the following websites:

RI State MPA: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the proposal opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future proposals will be emailed, unless otherwise noted.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____
RFP2020-124

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

**CITY OF WARWICK
NOTICE TO BIDDERS**

RFP2020-124 Improvements to Pedestrian Crosswalks, Streetscape, and Commercial Corridor of Conimicut Village

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of proposals will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2020-124 Improvements to Pedestrian Crosswalks, Streetscape, and Commercial Corridor of Conimicut Village."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Proposals received prior to the time of the 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. No proposals will be accepted via facsimile or email.

Should you have any questions, please contact Lucas Murray, Senior Planner, City of Warwick Planning Department, at 401-921-9683 or lucas.murray@warwickri.com, or William Facente, Acting Program Coordinator, Office of Housing and Community Development at 401-921-9688 or William.r.facente@warwickri.com.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder should indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

The IRS Form W-9 is available on www.warwickri.gov should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

Prevailing Wages will apply to this proposal. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor must keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting proposals, prospective bidders should examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a proposal, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors must provide any and all payroll

records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project will withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability and Automobile Liability in a minimum amount of \$1 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the proposal name and proposal number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The successful bidder must furnish a **performance and payment bond** in the amount of 100 percent of the total proposal price.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

If required, the successful bidder will provide said **Certificate of Insurance, bonds and Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services has been placed, the contractor will be entitled to compensation

upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

CITY OF WARWICK

PROPOSAL AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2020-124 Improvements to Pedestrian Crosswalks, Streetscape, and Commercial Corridor of Conimicut Village

I. PROPOSAL:

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

Pricing & Additional Specifications as Follows

SECTION 00 01 10: TABLE OF CONTENTS

CITY OF WARWICK INSTRUCTIONS TO BIDDERS

DIVISION 00: **PROCUREMENT/CONTRACTING REQUIREMENTS**

00 01 00 **INTRODUCTORY INFORMATION:**

00 01 10 Table of Contents

00 20 00 **GENERAL INFORMATION:**

00 22 13 Supplemental Instructions to Bidders

00 40 00 **BID FORMS & SUPPLEMENTAL FORMS:**

00 41 13 Form for Bid

DIVISION 01: **GENERAL REQUIREMENTS**

01 31 00 Summary of Work / Site Location

01 33 00 Submittal Procedures

01 45 00 Quality Control

01 58 13 Temporary Signage

01 60 00 Product Requirements

01 70 00 Execution and Closeout Requirements

DIVISION 03: **CONCRETE**

03 30 53 Cast in Place Concrete

DIVISION 04: **MASONRY**

03 41 00 Masonry Wall Veneer

DIVISION 32: **EXTERIOR IMPROVEMENTS**

31 00 00 Excavation, Filling, and Grading

32 13 13 Portland Cement Concrete

32 14 16 Brick Pavers

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APPENDIX A **EXHIBITS AND PLANS**

APPENDIX A **FEDERAL INSTRUCTIONS AND RELATED FORMS**

- END OF SECTION 00 01 10 -

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SECTION 00 22 13 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 SUBMITTAL REQUIREMENTS

1. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the bid. Refer To Section 00 41 13 *Form for Bid* for additional instructions.
2. Bids must be submitted in sealed envelopes, clearly marked on the outside, **"Bids for Improvements to Pedestrian Crosswalks, Streetscape, and Commercial Corridor of Conimicut Village "**. Envelopes should also be clearly marked with the company name and address.

1.02 CONDITIONS APPLICABLE TO BID

1. Applicable Laws: The Ordinances and Charter of the City and laws of the State of Rhode Island concerning competitive bidding, contracts and purchases will be employed. In addition, all applicable federal regulations relating to the use of Department of Housing & Urban Development CDBG funds.
2. Taxes: The City of Warwick is generally exempt from Federal Excise and State of Rhode Island Sales Tax. Prices should not include tax.
3. If the bidder elects to deviate from the specifications stated; all exceptions or other changes must be clearly noted.
4. City reserves the right to reject any and all bids, waive informalities or defects in bids, or accept such bids as it deems to be in the best interest of the City of Warwick.
5. City does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
6. City maintains a local preference policy for contracts. A copy is available upon request.

1.03 GENERAL REQUIREMENTS

7. Contractor and all sub-contractors must comply Davis-Bacon Act provisions regarding prevailing wage.
8. Contractor must provide a Performance & Payment Bond for an amount not less than 100% of the proposed price.
9. Contractor is responsible for all costs associated with traffic details/lane

closures/signage/and detours with respect to this project.

10. Prior to commencing any work – successful Contractor must meet with Office to review and coordinate all work.
11. Contractor will be responsible for all necessary barricades. Contractor will have a sufficient number of barricades on the job to divert pedestrian traffic around the newly installed components. A piece(s) of caution tape will not be considered to be a barricades and is not an acceptable barricade substitute.
12. If necessary, the Contractor will provide continuous on-site inspection of the newly poured concrete and any other necessary work until it is set to a point beyond potential damage by vandals.
13. Contractor will be responsible for protection of materials from weather and vandalism.
14. Contractor is responsible for all restoration in the area of newly installed components.
15. The Contractor must provide “Waivers of Lien” for subcontractors and suppliers to the City.
16. Contractor is responsible for any and all necessary traffic details.

1.04 RULES FOR SUBMITTING OFFERS

1. Bidders must submit the following documents:
 - a. Form for Bid.
 - b. Reference List
 - c. Subcontractors List
2. All Federally required forms including:
 - a. Certification Regarding Debarment and Suspension
 - b. Contractor Compliance Form Section 3
 - c. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - d. City of Warwick Community Development Program Affirmative Action Plan for Utilizing Local Businesses
 - e. Equal Opportunity Certification
 - f. Minority Contractor Participation
 - g. Civil Rights, Employment and Contracting Opportunities and Other Federal Requirements
 - h. Certification of Bidder - Federal Labor Standards Provisions - Davis Bacon Act and "Related Acts"

3. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the designated representative from the City of Warwick.
4. **Substantial contract completion shall be no later than December 9, 2019 and final completion no later than December 15, 2019. Timing is governed by outside funding sources and that are not flexible. Failure to achieve these deadlines may result in the loss of funds so time is of the essence. By submitting a bid for this project you agree to the project schedule time requirements.**
5. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
6. The successful bidder shall, prior to commencing performance under the contract, attach and submit all documents as requested by the City of Warwick and as outlined herein.

1.05 PAYMENT AND CONTRACT TERMS

1. Payment to be made upon completion of work, inspection and acceptance by the City of Warwick, and submittal of all required documentation from the Contractor.
2. Contractor shall begin contractual work only after receiving the City's Purchase Order and acknowledgement from City Staff that Contractor may begin.
3. Contractor will complete all work by December 15, 2019.
4. Contractor must provide certified payrolls on the federal payroll form WH-347 Payroll Form as a condition of receiving payment. Only completed forms with original "wet" signatures will be accepted.

1.06 ALLOWANCES

1. In addition to the "Base Project Bid" all bidding Contractors are required to carry specified dollar allowances to cover items that could not be adequately detailed, quantified, or require input from the Contractor to determine the most responsible, reasonable, and cost effective method of installation.
2. If the Contractor is instructed to conduct work outside of the basic project scope outlined herein s/he shall immediately provide a written description of the modified scope and pricing for work to be conducted. The Owner reserves the right to accept, negotiate, or reject stated Contractor pricing. If work is authorized, the

Contractor shall commence with the additional work immediately so as not to delay the project completion date. Adjustments to the completion date may be made by the Owner upon request, but must be stated in writing.

3. If the Owner elects not to accept the proposed Contractor pricing for work covered by an allowance, the Owner may seek additional outside bids to conduct the work by other qualified contractors.
4. Any allowance funds carried in the project bid, but not expended or obligated by the conclusion of the project, shall remain property of the Office and may not be invoiced by the Contractor.

1.07 PROJECT CONTACTS

If you have any further questions regarding submission requirements please contact:

William R. Facente, Acting Program Coordinator / Housing Officer
Office of Housing & Community Development Department
51 Draper Avenue
Warwick, RI 02886
Phone: 401-921-9688
Email: william.r.facente@warwickri.com

OR

Lucas Murray, RLA, Senior Planner. Special Projects
Warwick Planning Department
3027 West Shore Road
Warwick, RI 02886
Phone: 401-921-9683
Email: Lucas.murray@warwickri.com

- END OF SECTION 00 22 13 -

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PLEASE COMPETE THIS PAGE AND SUBMIT WITH YOUR BID

SECTION 00 41 13: FORM FOR BID

NOTE TO CONTRACTOR:

Bids may be submitted to the awarding authority at the following address:

**Purchasing Division
Warwick City Hall
3275 Post Road
Warwick, RI 02886**

The proposals will be opened publicly commencing at 11:00 AM on the day indicated herein in the Lower Level Conference Room, Warwick City Hall.

Awards will be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

BID ACKNOWLEDGEMENTS

Whereas, the City of Warwick has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price.

This offer will remain open and irrevocable until the City of Warwick has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the City of Warwick will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

BASE PROJECT BIDS

Pursuant to and in compliance with the invitation for bids of *Improvements to Pedestrian Crosswalks, Streetscape, and Commercial Corridor of Conimicut Village*, and in compliance with the Contractual Documents and the Specifications herein, the undersigned, unless explicitly noted, hereby offers to furnish the items necessary, proper and incidental to this work, whether incorporated on the bid the undersigned or not, FOR THE TOTAL BASE BID (including owner's testing allowance) as follows:

BID ITEM #1 – PEDESTRIAN AND ROADWAY IMPROVEMENTS (Refer to Section 01 31 00, Item 1.03)

\$ _____
Total Sum in Numbers

Written Amount

PLEASE COMPETE THIS PAGE AND SUBMIT WITH YOUR BID

BID ITEM #2 – STREETSCAPE IMPROVEMENTS (Refer to Section 01 31 00, Item 1.03)

\$

Total Sum in Numbers

BID ITEM #3 – DONOVAN PARK AND PUBLIC OPEN SPACE IMPROVEMENTS (Refer to Section 01 31 00, Item 1.03)

\$

Total Sum in Numbers

ALLOWANCES

In addition to the "Base Project Bid" all bidding Contractors are required to carry specified dollar allowances to cover items that could not be adequately detailed, quantified, or require input from the Contractor to determine the most responsible, reasonable, and cost effective method of installation.

If the Contractor is instructed to conduct work outside of the basic project scope outlined herein s/he shall immediately provide a written description of the modified scope and pricing for work to be conducted. The Owner reserves the right to accept, negotiate, or reject stated Contractor pricing. If work is authorized, the Contractor shall commence with the additional work immediately so as not to delay the project completion date. Adjustments to the completion date may be made by the Owner upon request, but must be stated in writing.

If the Owner elects not to accept the proposed Contractor pricing for work covered by an allowance, the Owner may seek additional outside bids to conduct the work by other qualified contractors.

Any allowance funds carried in the project bid, but not expended or obligated by the conclusion of the project, shall remain property of the Owner and may not be invoiced by the contractor. Contractor is instructed to add the total amount of allowances with the base bid and provide a "Total Project Bid Cost" as outlined below.

Allowance Item	Description	Allowance Amount to be Carried In Bid
General Contingency Allowance	To be utilized for various site work, tree trimming, planting, testing or other project related materials and workmanship as required by the City.	\$5,000
TOTAL ALLOWANCES TO BE CARRIED IN "TOTAL PROJECT BID"		\$5,000

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

TOTAL PROJECT BID

The "Total Project Bid" includes the proposed "Base Project Bid" outlined above **in addition to any and all Allowances outlined herein**. This is the total cost of the project if options related to the Allowances are fully exercised under this contract. Contractors shall note that this may not be the total actual cost of the contract should some or all of the stipulated Allowances not be exercised by the Owner. **Owner reserves the right to award the contract with or without the allowances included in the contract.**

BID ITEM #1 – PEDESTRIAN AND ROADWAY IMPROVEMENTS (Refer to Section 01 31 00, Item 1.03)

\$ _____

Total Sum in Numbers

Written Amount

BID ITEM #2 – STREETSCAPE IMPROVEMENTS (Refer to Section 01 31 00, Item 1.03)

\$ _____

Total Sum in Numbers

BID ITEM #3 – DONOVAN PARK AND PUBLIC OPEN SPACE IMPROVEMENTS (Refer to Section 01 31 00, Item 1.03)

\$ _____

Total Sum in Numbers

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

UNIT PRICING

In addition to the total project bid and alternative item pricing, the Awarding Authority is requesting that bidders provide unit pricing for certain quantifiable elements contained in the project for the purposes of adding or deducting work to/ or from the base bid amount once the contract is awarded. Bidders are required to provide an Add/ Deduct unit price for each of the following elements as part of their bid. Pricing provided may be used as a basis for changes in contract relating to the specified elements to either add or deduct items in the overall scope. Pricing shall be provided based on the units provided.

Item	Description	Unit	Add Amt. Per Unit	Deduct Amt. Per Unit
Install New Concrete Sidewalk Panels	Refer to Section 01 31 00, Item 2, B. Prepare former tree pit measuring approximately 4'W X 6'L X 4"D and replace with new concrete to match.	Each		
Repair Concrete Sidewalk Panels	Refer to Section 01 31 00, Item 2, C. Remove existing 4" thick sidewalk and replace with new concrete to match.	SF		
Remove Tree with Stump – Mid/ Small Size	Refer to Section 01 31 00, Item 2, D. Remove existing 14"-20" caliper tree and associated stump.	Each		
Install Street Tree	Refer to Section 01 31 00, Item 2, H. Planting of #15 container Cleveland Select Callery Pear trees in existing pits, including excavation, planting, backfill, staking, and mulch.	Each		
Remove one (1) large tree at Corner of Beach ave. and West Shore. Replace with Birch.	Refer to Section 01 31 00, Item 2, E. Removal of one (1) large tree at the corner of West Shore Rd and Beach Avenue and replanting with tree pit with a 12'-14' multi-stem Heritage River Birch.	Each		
Veneer Existing Wall - Beach and West Shore (Park Side)	Refer to Section 014 41 00 – Power wash existing wall, fill voids, veneer with natural thin stone and bluestone cap as specified.	Each		
Veneer Existing Wall - Beach and West Shore (Church Side)	Refer to Section 014 41 00 – Power wash existing wall, fill voids, veneer with natural thin stone and bluestone cap as specified.	Each		
Veneer Existing Wall - Opposite Post Office	Refer to Section 014 41 00 – Power wash existing wall, fill voids, veneer with natural thin stone and bluestone cap as specified.	Each		

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

ADDENDUM ACKNOWLEDGEMENT

The Bidder hereby states that he/she has become thoroughly familiar with the site, local conditions affecting the performance and costs of the work, and with the Contract Documents, including the Bid Documents and those forms required to be executed and submitted with this proposal as well as the method of contract award, the terms of the proposal contract, wage rates and employment requirements and reports, the conditions of this contract relating to performance, the technical specifications and drawings, and any addenda thereto as prepared by the Owner as follows:

ADDENDUM NO.

SIGNATURE OF BIDDER

SECTION 01 31 00 SUMMARY OF WORK/SITE LOCATION

PART 1 - GENERAL

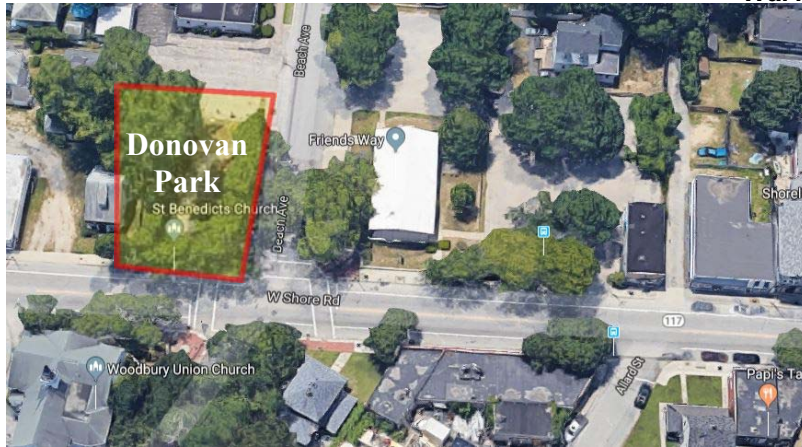
1.01 PROJECT SUMMARY

The Office of Housing & Community Development and Department of Planning (“Office”) is working with the Conimicut Village Neighborhood Association (“Association”) to make improvements along West Shore Road streetscape and various improvements to Donovan Park. These improvements will benefit the residents and commercial businesses located in the area by making Conimicut Village more pedestrian friendly and aesthetically pleasing. Work is varied and will require a contractor that is versed in a variety of disciplines. Much of the work is focused on exterior site improvements that will require specific skills in landscaping, masonry, excavation, and other related trades. See Item 1.03 for a more detailed description of work activities.

1.02 LOCATION

The project area is located along the West Shore Road thoroughfare within the commercial corridor of Conimicut Village, (see Exhibits A and B). The project area extends from the intersection of Rock Avenue and West Shore Road to the intersection of Troy Avenue and West Shore Road and includes streetscape improvements within the right of way area. The project also includes public open space improvements within Donovan Park Located at the intersection of Beach Avenue and West Shore Road.





1.03 SCOPE OF WORK

A. Materials and workmanship covered by this contract consists of the following:

1. Pedestrian and Roadway Improvements (Bid Item #1)

- a. Fabrication and installation of three (3) 4'X8' temporary project signs on 4" X4" posts to be installed in locations specified by the Office. Refer to Section 01 58 13.
- b. Striping/Painting of four (4) existing crosswalks located on West Shore Road at the intersections of Beach Avenue. Refer to Exhibit A.



Figure 1 - Paint existing crosswalks at the intersection of Beach Avenue and West Shore Road as shown on Exhibit A.

c. Striping/Painting of one (1) existing crosswalk at Transit Avenue.



Figure 2 - Paint existing crosswalk at the intersection of West Shore Road and Transit Street as shown on Exhibit A.

d. Striping/Painting of one (1) existing crosswalk at Transit Avenue.



Figure 3 - Paint existing crosswalk at the intersection of Maplewood Avenue and West Shore Road as shown on Exhibit A.

2. Streetscape Improvements (Bid Item #2)

- a. Anchoring of three (3) existing trash receptacles to existing concrete sidewalks in locations specified by the Office.



Figure 4 – Image of one of the three (3) trash receptacles that must be anchored to the existing sidewalk utilizing expansion anchors or other suitable anchoring method as approved by the Project Manager.

- b. Installation of up to twenty-seven (27), 4' W x 6' L x 4"D concrete sidewalk panels. Includes compaction and fine grading. Refer to Section 03 30 53.



Figure 5 – Typical tree pit to be filled in. Excavate 10" below finished sidewalk grade, install compacted processed gravel, install wire mesh reinforcement and fill pit with 4" of 3000 PSI rated concrete. Finish to match surrounding walkway.

- c. Removal and replacement of 300 SF of 4" thick damaged, lifted or cracked concrete sidewalk panels. Includes existing concrete removal, preparation, and installation of new concrete.



Figure 6 – Example of sidewalk area to be repaired. Remove existing panel, install compacted processed gravel as required, install wire mesh reinforcement and fill pit with 4" of 3000 PSI rated concrete. Finish to match surrounding walkway.

- d. Removal of up to twenty-seven (27) mid/small size trees including stump grinding for either replanting or closure.

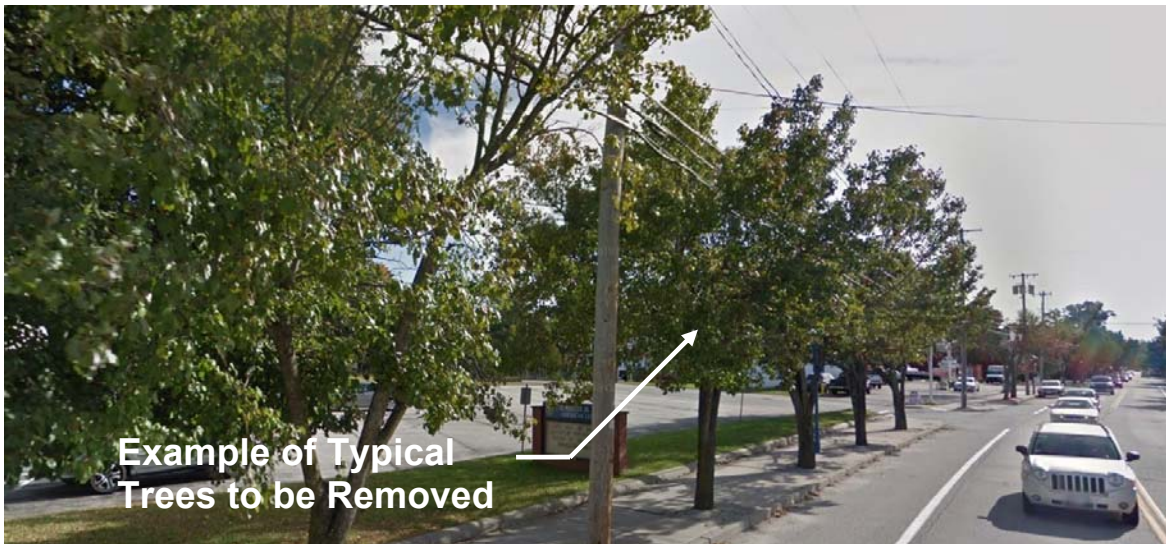


Figure 7 – Example of typical trees to be removed. Most trees measure between 14" and 20" in caliper and are 20'-35' in height. Removal shall include stump grinding and restoration of area for either planting or closure.

- e. Removal of one (1) large tree at the corner of West Shore Rd and Beach Avenue and replanting with tree pit with a 12'-14' multi-stem Heritage River Birch (Refer to Exhibit B – Item A).



Figure 8 – Existing tree at the corner of West Shore Road and Beach Street must be completely removed. Stump must be ground to below grade and a new 12'-14' multi-stem Heritage River Birch Planted in its place. Install raised jumbo cobblestones around the edge of the circle on edge and mulch circle.

- f. Power wash, repair, replace, and install brickwork in various locations. Refer to Exhibit B – Items A and I. Includes all brickwork in the vicinity of Beach Avenue and West Shore Road.



Figure 9 – Brick work located within the right of way at the intersection of Beach Street and West Shore Road shall be power washed and cleaned. After brick is cleaned install new polymeric sand as outlined in Section 32 14 16.

- g. Planting of up to seventeen (17) #15 container Cleveland Select Callery Pear trees in existing pits, including excavation, planting, backfill, staking, and mulch.



Figure 10 – Install trees in accordance with Section 32 90 00. Excavate and dispose of existing soil material, install tree, backfill with clean loam, install 3” of dark pine bark mulch, and stake tree.

3. Donovan Park and Public Open Space Improvements (Bid Item #3)

- a. Various improvements within Donovan Park located at the intersection of Beach Avenue and West Shore Road as shown on Exhibit B. Work includes, but is not limited to:
 - i. Removal of six (6) existing benches. Transport used benches to the City of Warwick Department of Public Works Yard.
 - ii. Removal of one (1) trash receptacle. Transport to the City of Warwick Department of Public Works Yard.
 - iii. Installation of three (3) new benches and one (1) new trash receptacle. Refer to Section 32 33 00 for product specifications and pad and footing requirements.
 - iv. Plant removal to include one (1) Maple Tree, 2 Pine Trees, and approximately eight (8) - 3’ to 5’ shrubs. Refer to Exhibit B – Items B, C, and D.
 - v. Power washing, cleaning, and sealing of existing exposed aggregate concrete pathways. Refer to Exhibit B – Item H.
 - vi. Removal of concrete pavers, installation of brick pavers.
 - vii. Install ten (15) cubic yards of loam in various areas within the park to smooth lawn areas and create planting bed for

**Conimicut Village Improvements
Warwick, Rhode Island**

- Arborvitae Trees. Seed and fertilize all lawn areas. Refer to Exhibit B – Items C and
- viii. Remove approximately 100' of existing 6' high wood picket fence.
 - ix. Install fifteen (15) 6'-8' Emerald Green Arborvitae trees in new loam planting bed along property line. Refer to Exhibit B – Item G.
 - x. Install one (1) 2 1/2" to 3" Yoshino Cherry Tree in the vicinity of the existing Maple Tree. Refer to Exhibit B – Item C
- b. Power wash existing concrete walls and installation of stone veneer with bluestone top in three locations along West Shore Road as shown below. Refer to Section 04 41 00.



Figure 11 –Existing wall at the corner of Beach Avenue and West Shore Road. Veneer wall with natural thin stone with bluestone cap as outlined in Section 04 41 00.

**Conimicut Village Improvements
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Figure 12 –Existing wall at the corner of Beach Avenue and West Shore Road. Veneer wall with natural thin stone with bluestone cap as outlined in Section 04 41 00.



Figure 13 –Existing wall adjacent to 801 West Shore Road. Veneer wall with natural thin stone with bluestone cap as outlined in Section 04 41 00.

- c. Install three (3) steel planters (Refer to Section 32 33 00, Item 2.01) along West Shore Road in locations identified by the Project Manager.



Figure 14 - Install three (3) planters similar to the one shown along West Shore Road. Anchor trash receptacles to the sidewalk utilizing approved expansion anchors. Refer to Section 32 33 00 for more details.

B. The Contractor should note the following:

1. Work is located along West Shore Road and within Donovan Park. The Contractor shall take special care with vehicles, machines, and other equipment not to damage any existing elements and remain at a low rate of speed at all times. In addition the Contractor shall provide all traffic control measures and police details as necessary to slow traffic and protect users during work activities. Pedestrian safety must be considered a priority at all times.
2. Contractor must not block the park access for more than is necessary to off load materials or equipment or conduct work operations.

1.03 GENERAL REQUIREMENTS

The General Conditions, Supplementary Conditions and applicable parts of Division 01 - General Requirements are all included as part of this section. The Contractor is required to examine all other sections of the specifications, drawings, and exhibits for requirements that may affect the work of this Section. The Contractor is also required to coordinate the work with that of all trades affecting or affected by the work of this Section, and to cooperate with such trades to assure the continued progress of the work. The intent of the Contractor documents is to

require that the Contractor provide all material, labor, and equipment needed to furnish a complete Project, and that all of the material, labor and equipment be furnished complete in every respect.

- END OF SECTION 00 31 00 -

SUMMARY OF WORK SITE LOCATION

01 33 00 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 **SCOPE**

- A. Includes providing submittals for stone, brick, site furnishings, concrete mix design, loam, and other related site materials and products as outlined on project drawings and/or specifications.

1.02 **SUBMITTAL PROCEDURES**

- A. Transmit a submittal for each product or material proposed for the project as required by the Office.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Contractor may provide submittals to the Office electronically in a standard document or image format (PDF, JPEG, etc.) in order to expedite the review process.
- E. Identify any variations from Contract Documents and originally specified product. Highlight any system limitations which may be detrimental to successful performance of the completed work. Also highlight any attributes of the product or system that exceed the bid specification requirements.
- F. Provide space for Contractor and the Office review and approval stamps.
- G. The Contractor shall revise and resubmit submittals as required by the Office until requirements are satisfied under this provision and the submittal is approved. The Contractor shall identify all changes made since previous submittals to expedite approval.
- H. Once the submittal is stamped "APPROVED" or "APPROVED AS NOTED" the Contractor may proceed with ordering of the materials or items outlined in the submittal. It is the Contractor's responsibility to wait for approval prior to ordering any materials.

- END OF SECTION 01 33 00 -

SUBMITTAL PROCEDURES

SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.01 SCOPE

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.

1.02 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.
- D. Section 32 00 00 – Exterior Improvements

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. The Contractor shall comply fully with manufacturers' instructions, recommended installation techniques, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents notify the Office for a determination on how to proceed before initiating work.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. All work shall be performed by persons qualified to produce workmanship of specified quality. The designated workers shall have the necessary skills and know how to properly install materials according to the drawings, specifications, and manufacturer recommendations.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents

- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, this conflict shall be brought to the attention of the Office.

- END OF SECTION 01 45 00 -

EXECUTION AND CLOSEOUT REQUIREMENTS

01 58 13 - TEMPORARY PROJECT SIGNAGE

1.01 TEMPORARY SIGNAGE

The Contractor shall provide three (3) 4'X8' X ½" MDF vinyl lettered graphic signs for placement within the project work zone. The sign shall consist of a single piece of 4'X8' vinyl applied to the MDF backer board. Graphics will consist of a mixture of verbiage and graphics that will be provided by the Project Manager at the official kickoff meeting. Prior to printing, the Contractor shall submit the final "proof" from the sign maker to the Project Manager for final approval to ensure the layout is correct.

1.01 SIGNAGE PLACEMENT AND ANCHORING

Once the sign is complete the Contractor shall coordinate with the Project Manager to determine the location of the temporary signs. Each sign will be affixed to two (2) 4"X4" posts. The location of signs shall be determined by the Project Manager. It is anticipated that one sign will be placed along each end of the work zone along West Shore Road and one sign will be placed inside of Donovan Park in a visible location.

- END OF SECTION 01 58 00 -

TEMPORARY PROJECT SIGNAGE

SECTION 01 60 00 – Product Requirements

PART 1 - GENERAL

1.01 **SCOPE**

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

1.02 **RELATED SECTIONS**

- A. Section 01 45 00 - Quality Control: Product quality monitoring.

1.03 **PRODUCTS**

- A. Products: Means new material, machinery, components, equipment, fixtures, and system forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.04 **TRANSPORTATION AND HANDLING**

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

1.05 **STORAGE AND PROTECTION**

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.

- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Products specified by naming one or more manufacturers with a provision for substitutions: Submit a request for substitution for any manufacturer not named.
- C. Due to the nature of the project only component parts from the specified manufacturer will be accepted. No substitutions will be allowed.

1.07 SUBSTITUTIONS

- A. The Office will consider requests for substitutions only **within 14 days after date of Owner-Contractor Agreement** unless the specification or provisions provided herein specifically state "NO SUBSTITUTIONS".
- B. Document each request with complete data substantiating compliance of proposed substitution with contract documents.
- C. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Has investigated any proprietary features of the specified product and attests that the proposed product does not violate any patents or laws in making the product "equal."
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
1. Submit three copies of requests for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The Office will notify Contractor, in writing, of decision to accept or reject request.

- END OF SECTION 01 60 00 -

SUMMARY OF WORK SITE LOCATION

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 CLOSEOUT PROCEDURES

- A. When the Contractor considers that the project has reached Substantial Completion, the Contractor shall submit written certification to the Office that the Contract Documents have been reviewed, the work has been inspected, and that the work is complete in accordance with the Contract Documents. The Project Manager or other authorized Official will inspect the site to determine the level of completion and create a “punch list” of items necessary to complete the contract in full.
- B. Once the Project Manager formulates the punch list of items to be completed on the project, he/ she will provide the list to the Contractor for follow up and completion of specified items. The Contractor is required to complete all items on the punch list before final payment and contract retainer amounts will be released.
- C. Once the Contractor certifies that the project is fully complete, the Project Manager shall inspect the site and, if all work is satisfied in accordance with the specifications and drawings, issue a notice of contract closeout and final completion.

1.02 FINAL CLEANING

- A. The Contractor shall, as a minimum, perform the following tasks regarding Final Cleaning, prior to final inspection by the Project Manager and the Official:
 - 1. Wash all surfaces of equipment and site furnishings exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces.
 - 2. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
 - 3. Sweep all paths and roadway surfaces impacted by Construction.

- END OF SECTION 01 70 00 -

EXECUTION AND CLOSEOUT REQUIREMENTS

03 30 53 – CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.01 **RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Special Conditions and Division -1 specification sections, and Exhibits A and B apply to work of this section
- B. Examine all Contract Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.
- C. All work under this section shall conform to Section 600 and other applicable sections of the RIDOT Standard Specifications for Road and Bridge Construction.

1.02 **DESCRIPTION OF WORK**

- A. Excavate for all footings, site furnishing pads, sidewalk panels, and other concrete as outlined in Section 31 00 00, Excavation, Filling and Grading.
- B. Provide all materials and labor to install formwork and reinforcing steel to the dimensions shown on the drawings. The Contractor shall form all footings and curbs to the dimensions shown on the drawings, outlined in these specifications, or per manufacturer recommendations. Formwork shall be completed in logical stages to allow for proper vibration and forming of concrete.
- C. Providing installing all concrete and related materials, including final finish work.
- D. Providing and installing all Joint fillers or sealers as required.

1.03 **QUALITY ASSURANCE**

- A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

1.04 **SUBMITTALS**

- A. Furnish manufacturer's product mixing data, test reports, and materials certifications as required in referenced sections for concrete, reinforcement bars or mesh, color additives, joint fillers and sealers.

1.05 TESTING

- A. Due to the limited nature of the project and concrete work required, no testing is required by an independent testing agency. However, the Contractor shall obtain and submit specific mix criteria from the Supplier for review and approval by the City's Project Manager prior to delivering and setting concrete.
- B. The Contractor shall notify the Project Manager 48 hours in advance of any concrete delivery and finishing so they may inspect all excavations and forms and review the concrete mix at the site. The Project Manager reserves the right to reject a concrete mix if it is determined that the mix integrity has been sacrificed or does not meet the mix criteria.
- C. It is the Contractors responsibility to review the concrete mix prior to setting and to accept or reject the mix prior to setting.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Cement concrete masonry for footings and curbs shall be Class A or B as specified in Section 600 of the RIDOT Standard Specifications for Road and Bridge Construction, latest edition. All concrete shall meet a minimum compressive strength of 3000 PSI after 28 days.
- B. Portland Cement:
 - a. Portland cement shall conform to ASTM Standard Specifications C 150 Type I or Type 1A latest edition.
 - b. High-Early strength Portland shall conform to ASTM Standard Specifications C 150 Type III or Type IIIA.
 - c. All cement poured under extreme heat conditions shall use ASTM Standard Specifications C-150 Type II.
 - d. White Portland Cement shall conform to U.S. Governmental Federal Specifications SSC-181 latest edition.
- C. Water for concrete construction shall be clean and free of oil, acids, salts, or other deleterious materials.
- D. Forms:
 - a. Forms shall conform to the shape, lines grade and dimensions indicated on the drawings. They shall be substantial and sufficiently tight to prevent leakage of mortar, and shall not deflect under the weight of the wet concrete or construction loads. They shall be properly braced or tied together so as to maintain position and shape, and insure the safety of workmen and passerby. All forms shall be cleaned and oiled each time they are used.

- b. Temporary openings shall be provided to facilitate cleaning and inspection immediately before depositing concrete. Forms shall be assembled in such a manner as to facilitate their removal without damage to the concrete.
 - c. Plywood panel forms or steel forms may be used with the approval of the Project Manager.
- E. Form ties approved by the engineer shall be used. These ties shall be adjustable in length and of such types as to leave no metal closer than one and one-half inches of the concrete surface. Ties shall not be fitted with any lugs, cones, washers, or other devices to act as a spreader within the form which will leave a hole larger than seven-eighths inch in diameter.
- F. Reinforcement shall be as specified in Sections M.05.01, Bar Reinforcement, and M.05.02, wire Reinforcement, of RI DOT Standard Specifications for Roads and Bridges.
- G. Handling and placements of concrete shall be as specified in Section 600 of RI DOT Standard Specifications for Roads and Bridges.
- H. Joints: Construction and expansion shall be as specified in section 600 of RI DOT Standard Specifications for Roads and Bridges.

PART 3 - EXECUTION

3.01 CONCRETE PLACEMENT

- A. Refer to Section 32 33 00 for information regarding placement of footings and pads for site furnishings.
- B. Concrete placement, forms, reinforcement, joints, etc. for curbs, and foundations shall be as specified in section 600 of the RI DOT Standard Specifications for Roads and Bridges.
- C. Concrete used to fill in former tree pits shall be finished to match adjacent sidewalk areas to the fullest extent feasible. If site furnishings will be mounted to the concrete panel allow 48 hours to cure before placement.

3.02 FORMWORK

- A. Only Sonotubes, box forms, other similar types of forms intended for used with concrete shall be used.
- B. Removal of Forms: Do not remove forms and bracing until concrete has gained sufficient strength to carry its own weight, construction loads and design loads which are liable to be imposed on it. Verify strength of concrete by compressive strength results.

- C. Sonotube forms shall be left in the ground and excess cardboard remaining above the level of the concrete shall be trimmed flush or below the top of the concrete.

3.03 PROTECTION

- A. The Contractor shall make every effort including watchmen and paid police details, to protect the newly poured concrete against vandalism or movement of anchored elements. Schedule concrete work (limit paving concrete to AM hours only) to assure sufficient time for concrete panels to cure sufficiently to prevent vandalism.
- B. Concrete which has been vandalized in any manner will not be accepted by the Project Manager.

3.04 REPAIR OF SURFACE DEFECTS

- A. Allow Project Manager to inspect concrete surfaces immediately upon removal of forms.
- B. Replace concrete not conforming to required lines, details, and elevations.
- C. Replace concrete not properly placed resulting in poor anchorage of site elements. Do not patch, repair or replace architectural concrete except upon express direction of Project Manager.

- END OF SECTION 03 30 53 -

CAST IN PLACE CONCRETE

04 41 00 – STONE MASONRY VENEER

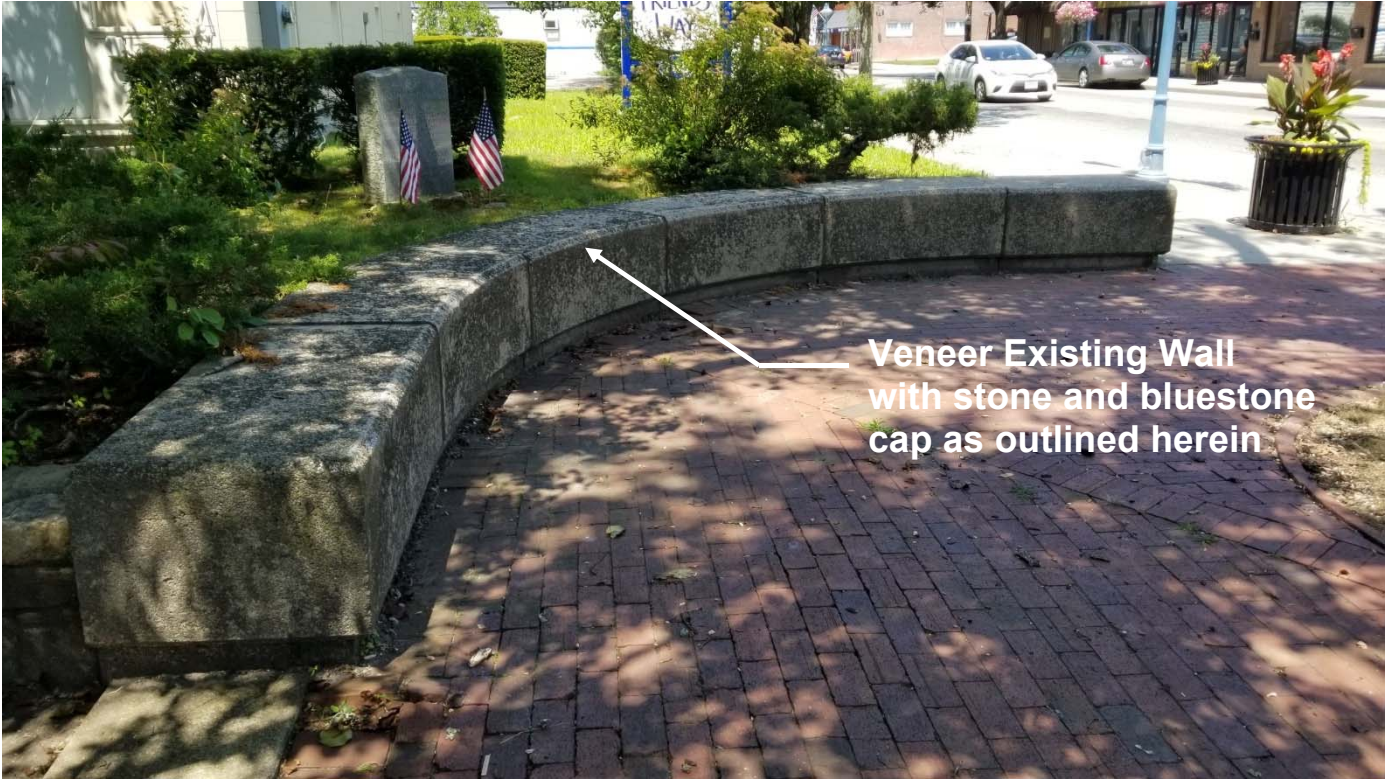
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

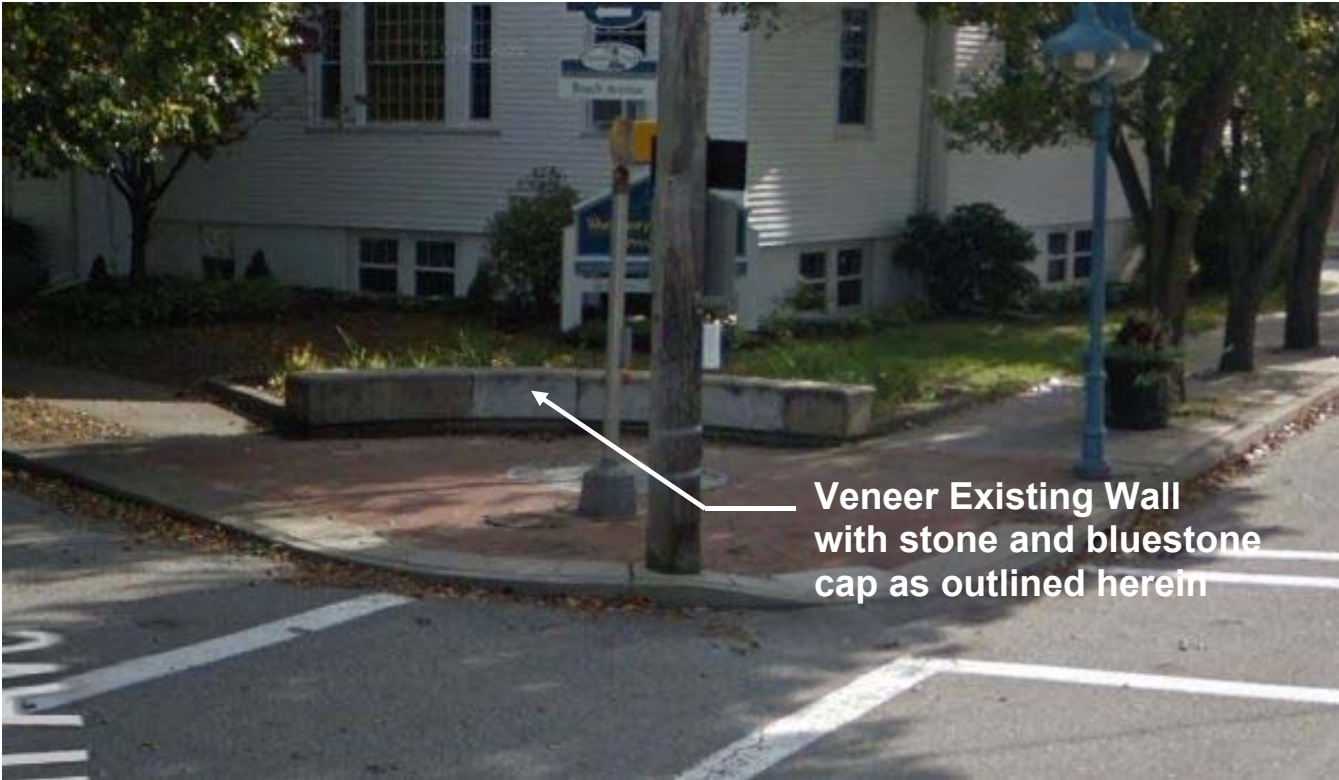
- A. Drawings and general provisions of contract, including General and Special Conditions and Division -1 specification sections, and Exhibits A and B apply to work of this section.
- B. Examine all Contract Drawings and all other Sections of the Specification for requirements therein affecting the work of this Section.
- C. All work under this section shall conform to section 807.03.3 and other applicable sections of the RIDOT Standard Specifications for Road and Bridge Construction, 2004 Edition.

1.02 SCOPE

- A. Furnish all labor, materials, and equipment to apply a natural stone veneer to existing concrete walls located along West Shore Road as outlined herein and as shown on Exhibit B, Items A and I.
- B. Work shall occur in three separate areas:
 - 1. The northwest corner of Beach Street and West Shore Road as shown below.



2. The northeast corner of Beach Street and West Shore Road as shown below.



3. Seating area adjacent to 801 West Shore Road as shown below.



1.03 RELATED WORK UNDER OTHER SECTIONS

- A. Section 31 00 00 - Excavation, Filling and Grading
- B. Section 32 13 13 - Portland Cement Concrete

1.04 SUBMITTALS

- A. Product information sheets shall be required for the following items:
 - 1. Stone veneer
 - 2. Masonry veneer mortar
 - 3. Bluestone cap
- B. Samples: Submit samples for each stone type required, exhibiting the full range of color characteristics expected.
 - 1. Submit a minimum of 10 stone samples of each type of wall stone proposed or listed, of typical size, and in each color and finish specified.
 - 2. In the case of more variegated stones, color photos shall be submitted in addition to the number of samples to show the full range of color and markings to be expected.
 - 3. Submit a full width sample of bluestone wall cap with final finish and edge treatment for review.

1.05 DEFINITIONS

- A. The following related items are included herein and shall mean:
 - 1. Standard Specifications: RIDOT Standard Specifications for Road and Bridge Construction, 2004 Edition.
 - 2. ASTM: American Society for Testing and Materials.
 - 3. AASHTO: American Association of State Highway and Transportation Officials.

1.06 QUALITY ASSURANCE

- A. Single source responsibility for Stone Cladding System: Engage a qualified installer for stone cladding system to assume complete responsibility for design, fabrication, and installation of stone cladding system to comply with specified requirements.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store and handle materials to prevent deterioration or damage.

1. Stone shall be carefully packed and loaded for shipment using reasonable care and customary precautions against damage in transit. Material, which may cause staining or discoloration shall not be used for blocking or packing.
- B. Properly store cementitious materials. Do not use damp cementitious materials.
- C. Store masonry accessories, including metal items, to prevent corrosion and contamination.

1.09 PROJECT CONDITIONS

- A. Protect stone as follows:
 1. At the end of each day's work, cover tops of walls with nonstaining, waterproof covering. Protect partially finished work when not being worked on.
 2. Prevent staining of stone from mortar, grout, sealants, and other sources. Immediately remove such materials without damaging stone.
 3. Protect base of walls using coverings spread on ground and over wall surface.
- B. Cold-Weather Requirements: Comply with ACI 530.1/ASCE 6/TMS 602.
- C. Hot-Weather Requirements: Comply with ACI 530.1/ASCE 6/TMS 602.

PART 2 – MATERIALS

2.01 NATURAL STONE VENEER

- A. Stone veneer shall be .75" to 1.25" thick Boston Blend Ledgestone Natural Veneer as produced by:

Stoneyard
265 Foster Street
Littleton, MA 01460
Phone: 978-742-9800
Website: www.stoneyard.com

Or approved equal

2.02 VENEER MORTAR

- A. Veneer mortar shall be a polymer fortified, high strength adhesive mortar intended for use on interior and exterior masonry veneer stone such as Laticrete Hi-Bond Masonry Veneer Mortar or approved equal.

2.03 BLUESTONE CAP

- A. Wall caps shall be 2" thick naturally quarried bluestone, smooth finish top and bottom with rock face on all visually exposed edges. **Stone shall be cut to fully cover the**

top of the existing concrete wall with a 1.5” to 2” overhang on all sides.

2.04 BLUESTONE CAP MORTAR

- A. Type N Mortar shall conform to the requirements of ASTM C 270 and shall be composed of one part Portland cement and two parts of sand by volume with sufficient water to form a workable mixture.
- B. Portland cement: Portland cement shall conform to the requirements of AASHTO M-240.
- C. Sand for cement mortar shall conform to the requirements specified in the Standard Specifications M.4.02.02(B). The compression strength shall not be less than 85% of that developed by mortar of the same proportions and consistency made of the same cement and sand after the sand has been treated in a 3% solution of sodium hydroxide in accordance with AASHTO-T71. The sieve analysis shall conform to the following requirements.

<u>Size of Sieve</u>	<u>Minimum</u>	<u>Maximum</u>
#8	100	
#50	15	40
#100	2	10
#200	0	3

- D. Water: Water for use in cement mortar shall be clean, clear, and free from deleterious amounts of oil, acid, alkali, salts and organic matter.

PART 3 - EXECUTION

3.01 GENERAL

- A. The work shall be fabricated, constructed and finished in every respect in a good, workmanlike and substantial manner, to the full intent and meaning of the Drawings and Specifications. All parts necessary for the proper and complete execution of the work, whether the same may have been specifically mentioned, or indicated on the Drawings, or not, shall be done or furnished in manner corresponding with the rest of the work as if the same were specifically herein described.
- B. The workmanship shall be of superior quality in every respect and neat in appearance when compared workmanship on similar projects or elements. All work shall meet the requirements of the local codes, and other authorities having jurisdiction over the work.

3.02 SURFACE PREPARATION

- A. Clean existing concrete walls by power washing surface with an approved cleaning solution. Wash until wall is free of dirt, grime, and stains.

- B. Fill any depressions or voids utilizing concrete backer board, a high strength concrete mixture, wire lathing, or other method. Contractor shall review proposed method for filling voids and properly preparing walls with the Project Manager prior to commencing with work. All work methods and materials must be approved by the Project Manager.

3.03 VENEER STONE INSTALLATION

1. Perform necessary field cutting and trimming as stone is set.
2. Use hammer and chisel to split stone as necessary
3. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or that is otherwise unsuitable for intended use.
4. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
5. Set stone to comply with requirements as outlined by the Project Manager. It is recommended to install all corner pieces first before installing the field. It is also recommended to work your way from the bottom to top.
6. Use a masonry trowel to butter the back of the stone with 1/2" to 1" layer of mortar. Using your trowel, create a ridge around the outside back of the stone. This will create suction when putting the stone in place, which will help to hold the stone until the mortar sets up. Lay the stone against the wall, pressing and rotating slightly, forcing some of the mortar to squeeze out freely.
7. All stones shall be laid so as to break joints. Mortar accidentally placed on the exposed face of the stone shall be carefully removed before it sets. No smearing of mortar on the exposed face of the stones will be allowed.
8. Lay one stone to lie atop of two; two stones to lie atop of one, to assure that all the face stones are bonded together with no weak seams created by long vertical joints. Maintain uniform joint widths. Minor variations are required to maintain bond alignment.
 - a. At narrowest points, joints not less than: 1/4 inch.
 - b. At widest points, joints not more than: 1/2 inch. .

3.04 BLUESTONE CAPS

- A. Contractor is responsible for timing the delivery of the bluestone material so as to minimize on-site storage prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.
- B. Bluestone must be set in proper horizontal and vertical alignment to assure continuous level alignment. Shim caps as necessary and grout to fill voids between blocks and the concrete wall on which the sit.

- C. Apply a 1"-2" bed of mortar to the top of the wall ensuring full coverage for adhesion. Press bluestone onto top of wall and press into place moving back and forth to settle concrete and level cap.
- D. Cut stones as necessary to maintain a 1.5"-2" consistent overhang from front face of veneer stone. Stone must be cut consistently to conform to the radius of the wall.
- E. Lay stone with consistent mortar joints. Width of joints will be determined in consultation with the Project Manager.
- F. After mortar has dried, grout joints with approved mortar. Smooth joints utilizing a striking tool. Grout interface of cap and wall stone and strike smooth.

- END OF SECTION 04 41 00 -

STONE MASONRY VENEER

31 00 00 - EXCAVATION, FILLING AND GRADING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Special Conditions and Division -1 specification sections, and Exhibits A and B apply to work of this section.
- B. Examine all Contract Drawings and all other Sections of the Specifications or requirements therein affecting the work of this Section.
- C. All work under this section shall conform to all applicable sections of the latest edition of the Standard Specifications for Road and Bridge Construction published by the State of Rhode Island Department of Transportation, 2004 Edition.

1.02 SCOPE

- A. Under this Section, The Contractor shall furnish all labor, materials, equipment and transportation required to complete Excavation, Borrow and Backfill work indicated on the drawings, as designated by the Project Manager or as specified herein, to complete all proposed work.
- B. Without limiting the generality thereof, Excavation, Borrow and Backfill shall include excavating, furnishing borrow materials as necessary, and backfilling for the construction of all proposed work from existing grades to finished grades. Work shall include the removal of unclassified material, such as bituminous pavements, curbs, ledge and boulders under (1) cubic yard in size, concrete, reinforced and plain, structures, furniture, fencing, metal posts, signs, complete with all footings or foundations, and miscellaneous debris of every nature throughout the site; transportation of the excavated materials; backfilling to proposed base course subgrades with approved excavated and/or furnished materials; and disposal of unsuitable, and/or surplus excavated materials.
- C. Work under this Section shall also include the excavation of subsoil to the limit lines of proposed work. If deemed suitable by the Project Manager, as meeting the criteria or intent of paragraph 2.02 of this specification, this material may be used as fill material for grading and general filling of any unpaved areas to bottom of proposed work. No subsoil shall be used for fill at proposed pavement areas or below proposed pipes or structures.
- F. Work under this Section shall include the furnishing of all borrow materials required to complete the proposed work as designed. Where "processed gravel", "gravel borrow", or "gravel" is indicated in the specifications or on the drawings, only gravel conforming to this section of the specifications may be utilized.

- G. All topsoil/loam for seed or plant material beds, whether re-used or furnished from off-site, shall conform to Section 32 93 00 of these Specifications.

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related work are specified and included under other Sections of the Specification.
 - 1. Section 01 45 00 - QUALITY CONTROL
 - 2. Section 32 00 16 – BRICK PAVING
 - 2. Section 32 13 13 - PORTLAND CEMENT CONCRETE
 - 3. Section 32 93 00 - PLANTING

1.04 SAMPLES AND TESTING

- A. Submit the following samples and test data to the Project Manager in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY GENERAL CONDITIONS.

Samples and Test Analysis:

- 1. Dense Graded Crushed Stone
 - 2. Gravel
 - 3. Borrow Material
 - 4. Screened Loam
- B. Product Data: Submit certified tests for all borrow material, showing mechanical analysis and conformance to specifications. See Section 01 43 00 - Contract Considerations (Testing).

1.05 COORDINATION

- A. The work of this Section shall be coordinated with that of other trades affecting or affected by this work, as necessary to assure that steady progress of all work of the Contract.
- B. It is hereby understood that the contractor has carefully examined the site and all conditions affecting work under this Section. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.
- C. Plans, surveys, measurements and dimensions under which the work is to be performed are believed to be correct to the best of the Project Manager's knowledge,

but the Contractor shall have examined them for himself or herself during the bidding period, as no allowance will be made for any errors or inaccuracies that may be found herein.

1.06 PERMITS, CODES AND SAFETY REQUIREMENTS

- A. All work shall conform to the Drawings and Specifications and shall comply with all applicable codes and regulations.
- B. Comply with the rules, regulations, laws and ordinances of the City of Warwick, State of Rhode Island and all other authorities having jurisdiction. All labor, materials, equipment and services necessary to make the work comply with such requirements shall be provided without additional cost to the Owner.
- C. Comply with the provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc. and the requirements of the Occupational Safety and Health Administration, United States Department of Labor.
- D. The Contractor shall procure and pay for all permits and licenses required for completing the work specified herein and shown on the Contract Drawings.**
- E. Any apparent conflict between the Plans and/or Specifications and the applicable codes and regulations shall be referred to the Project Manager, in writing, for resolution before the work is started.

1.07 LAYOUT AND GRADES

- A. All lines and grades shall be established at the site by the Contractor, Registered Land Surveyor, or Professional Engineer employed by the Contractor in accordance with the Contract Drawings and Specifications. The Contractor shall establish temporary bench marks and replace as directed by the Engineer any which are destroyed or disturbed.
- B. The words "finished grades", as used herein, shall mean final grade elevations indicated on the Contract Drawings. Spot elevations shall govern over proposed contours. Where not otherwise indicated, project site areas shall be given uniform slopes between points for which finished grades are indicated or between such points and existing established grades.
- C. The word "subgrade", as used herein, means the required surface of subsoil, borrow fill dense graded crushed stone or compacted fill. Subgrade immediately beneath the sand setting bed of the concrete paving units shall be processed or certified bank run gravel.

1.08 DISPOSITION OF EXISTING UTILITIES

- A. Active utilities existing on and off the site shall be carefully protected from damage and relocated or removed as required by the work. When an active utility line is

exposed during construction, its location and elevation shall be plotted on the Record Drawings as described in this Section and both Project Manager and the Utility Owner notified in writing.

- B. Utilities encountered during construction operations shall be considered active until confirmed with the Owner of the Utility prior to being removed, plugged or capped. The location of such utilities shall be noted on the Record Drawings and reported in writing to the Project Manager.

1.09 DISTURBANCE OF EXCAVATED AND FILLED AREAS DURING CONSTRUCTION

- A. All excavated or filled areas disturbed during construction that will not meet compaction requirements as specified herein shall be removed and replaced with gravel fill or crushed stone. Costs of removal of disturbed material and re-compaction with gravel fill or crushed stone shall be borne by the Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Ordinary Borrow Material satisfactory to the Project Manager/Engineer, having properties such that it may be readily spread and compacted to form backfill, and conforming to the following:
 - 1. Ordinary borrow shall have the physical characteristics of soils designated as group A-1, A-2-4, or A-3, under AASHTO-M145.
 - 2. It shall be free of organic or other weak compressible materials, of frozen materials and of stones larger than six (6) inches maximum dimension within two (2) feet of finished grade.
 - 3. It shall be of such nature and character that it can be compacted to the specified densities in a reasonable length of time.
 - 4. It shall be free of highly plastic clays, of all materials subject to decay, decomposition or dissolution and of cinders or other materials which will corrode piping or other metal.
 - 5. It shall have a maximum dry density of not less than one hundred (100) pounds per cubic foot.
 - 6. Material from excavation on the site may be used as ordinary fill if it meets the above requirements.
- B. Gravel Borrow: All gravel indicated on the drawings or referred to in these specifications shall mean processed gravel. Gravel shall consist of inert material that is well-graded, hard, durable stone and coarse sand free from loam and clay, surface coatings, and deleterious materials. Gradation requirements for gravel shall

be determined by AASHTO T11 and T27 and shall meet the following gradation requirements conforming to S.S.H.B., Section M1.03.0, Type C:

<u>U.S. Sieve Size and No.</u>	<u>Percent by Weight Passing</u>	
	<u>Minimum</u>	<u>Maximum</u>
2 inches	100%	--
1 1/2 inches	70%	100%
3/4 inch	50%	85%
No. 4	30%	55%
No. 200	2%	10%

1. Maximum size of stone in gravel shall be two (2) inches.
 2. Gravel shall be provided to the compacted thicknesses shown on the Drawings.
- C. Sand: Sand shall consist of clean inert, hard, durable grains of quartz or other hard durable rock, free from loam or clay, surface coatings and deleterious materials. Clean sand material shall pass the 2.00 mm sieve and be retained on the 0.425 mm sieve.
- D. Dense Graded Crushed Stone:
1. Dense graded crushed stone material shall comply with Rhode Island Standard Specifications for Road and Bridge Construction, Section M1.04
 2. Coarse aggregate shall consist of hard durable particles or fragments of stone or gravel. Materials that break up when alternately frozen and thawed or wetted and dried shall not be used.
 3. Coarse aggregate shall have a percentage of wear, by the Los Angeles test, of not more than 42.
 4. Fine aggregate shall consist of natural or crushed sand.
 5. The composite material shall be free from clay, loam or other deleterious material, and shall conform to the following gradation requirements.
 6. Sampling and testing shall be in accordance with the following standard AASHTO methods:

Sieve Analysis	T27
Passing No. 200 Sieve	T11
 7. The crushed gravel stone shall contain not less than 75% fractured particles. A fractured particle shall be defined as one which has at least one fractured

face and in which the total area of face fracture exceeds 25% of the maximum cross sectional area of the particle.

8. Dense graded crushed stone shall be provided to the compacted thickness shown on the Drawings.

PART 3 - EXECUTION

3.01 GENERAL EXCAVATION

- A. Excavate all materials encountered to allow construction of the proposed structures, utilities and site work as shown on the Contract Drawings and as hereinafter specified. Attention is called to notes on the Contract Drawings and notes on Details and to the requirements contained herein which may affect the work under this Section.
- B. Remove from the site and legally dispose of all debris and other excavated material not needed for or unsuitable for fill, except as otherwise specified herein or directed by the Project Manager. Remove all materials subject to decomposition or attack by termites or other insects.
- C. All excavated materials which, in the opinion of the Project Manager, are not suitable for fill or backfill shall be removed from the site at no cost to the Owner.
- D. Hardpan, loose rock, boulders or other material unsatisfactory for sub-grades shall be excavated to a depth as the Project Manager may direct below the contemplated sub-grade. Muck, peat, matted roots or other yielding material unsatisfactory for sub-grade foundation shall be removed to such depth as directed to provide a satisfactory foundation. Unsatisfactory materials shall be disposed of by the Contractor. The portion so excavated shall be refilled with Suitable Backfill as specified, furnished or obtained from the grading operations, or gravel borrow, as directed, and thoroughly compacted. Such excavation and filling beyond the limits called for on the plans shall be considered extra work and shall be processed accordingly. Solid ledge (in excess of the twenty five (25) cubic yards included in the base contract price) that is encountered within the proposed work lines, shall be removed as directed by the Project Manager and shall be considered extra work and processed accordingly. Clean off overburden for measurement by the Project Manager and do not proceed without the written approval of the Project Manager.
- E. Unanticipated Soil Conditions:
 1. If unsuitable bearing materials are encountered at the specified depths, the Contractor shall notify the Project Manager and the area shall be measured. Then the Contractor shall carry excavation material with compacted gravel fill or lean concrete as directed by the Project Manager.
 2. Removal of such material and its replacement as directed will be paid for as a project extra based on the supplemental unit prices established in the bid

forms or change order pricing agreed to prior to the commencement of work. Only changes in the work authorized by the Project Manager in writing shall constitute an adjustment in the Contract Price.

- F. Excess Excavation: If any part of the general or trench excavation is carried, through error, beyond the depth and dimensions indicated on the Contract Drawings or called for in the Specifications, the Contractor, at his own expense, shall furnish and install compacted gravel fill, concrete or take other remedial measures as directed by the Project Manager to bring fill material up to the required level or dimension.

3.02 TRENCH EXCAVATION

A. Definitions:

1. Trench shall be defined, unless otherwise indicated, as an excavation in which the bottom width does not exceed seven feet (7') and the width does not exceed twice the depth. Refer to Contract Drawings for any special trenching conditions for utilities, structures, etc.
2. The words "Invert" or "Invert Elevation" as used herein shall mean the elevation at the inside bottom of pipe or channel.
3. The words "bottom of the pipe" as used herein shall mean the elevation at the base of the pipe at its outer surface.
4. The words "crown of the pipe" as used herein shall mean the elevation at the top of the pipe as its outer surface.

- B. In general, machine excavation of trenches will be permitted with the exception of preparation of pipe beds which will be hand work. Excavate by hand or machine methods to at least six inches (6") below the bottom of all utilities.

- C. Trench excavation shall comprise the removal of all materials encountered. During excavations, materials determined to be suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or unsuitable for backfill shall be removed from the site, as directed by the Architect. The banks of trenches shall be cut as near vertical as practicable to the extent allowed by O.S.H.A.

- D. It is called to the attention of the Contractor that there may be utilities and other underground pipes along the course of the work. There was no formal survey performed of the site and no information was compiled onto the base plan with regard to utilities or underground infrastructure. Information shown on the Contract Drawings as to location is from best available sources, but no guarantee is inherent or to be assumed that such information is accurate or complete. The Contractor shall exercise special care during his operations to avoid injury to underground utilities and structures. The Contractor shall contact "Dig Safe" and when necessary, the Contractor shall cooperate with and consult with the appropriate utility or Owner's

representatives in order to avoid damage to the structures. The Contractor shall, at his own expense, preserve and protect from injury all property, either public or private, along and adjacent to the line of work and be responsible for and repair any and all damage and injury thereto arising out of or in consequence of any act or omission of the Contractor. All existing pipes shall be supported in place or otherwise protected from injury or shall be restored to at least as good condition as that in which they were found immediately prior to start of work.

- E. The Contractor shall provide, at his own expense, suitable bridges over trenches where required for accommodation and safety of the traveling public and as necessary to satisfy the required permits and codes. The Contractor shall pay for and provide any police details that are required to conduct trenching installation of water service into the site.
- F. Trenches shall be excavated to the necessary width and depth for proper laying of pipes or other utility and shall have vertical sides or slopes as required by codes. Minimum width of trenches shall provide clearance between the sides of the trench and the outside face of the utility. Maximum trench sizes are as shown on the Contract Drawings or as specified herein. The depth of the trench shall be six (6") below the bottom of the pipe barrel or respective utility. If the existing soil is found not suitable, the Engineer may order Extra Excavation (defined herein) below the bedding grade.
- G. Utilities shall not be laid directly on ledge, boulders or other hard material. This material shall be removed as specified herein within trench limits and within vertical planes one foot (1') outside of structure and walls. Backfill will be with the specified fill placed in 8 inch lifts and thoroughly compacted. If hand guided compaction equipment is used, fill shall be placed in six inch (6") lifts. All rock excavation shall be considered unsuitable for backfill around utilities. Ordinary fill may be used for backfill in areas as specified herein.
- H. Coordinate all utility and trench backfilling with the trades involved.

3.03 FILLING AND GRADING

A. Samples and Testing:

1. All fill materials and their placement shall be subject to quality control testing. All testing shall be paid by the Contractor. Test results and laboratory recommendations will be available to Contractor.

All sieve analysis for conformance of fill material of on-site and off-site materials to be used in the work shall be done by means of a mechanical wet sieve analysis and in accordance with the latest requirements of ASTM D-422.

2. The Owner or Project Manager may retain a Professional Soil Engineering firm to provide personnel, qualified by training and experience, to be at the site at times during preparation for and placement of compacted granular fill to observe

earthwork operations and report on the conformity of operations with these Specifications. All service and approvals given by the Soils Representative shall not relieve the Contractor of his responsibility for performing the work in accordance with these Specifications. The Contractor agrees to accept as final the results of field and laboratory tests directed by the Project Manager. See Section 01019 - Contract Considerations for additional test requirements.

3. Excavated material taken directly from on-site cuts that will meet these Specifications may be used as ordinary fill, granular fill or gravel fill, provided the Contractor obtains written approval from the Project Manager.
4. Field density tests may be made by the Soils Representative in accordance with the latest Method of Test for ASTM Designation D1557, Method D, to determine the adequacy of compaction; the location and frequency of such field test shall be at the Soils Representative's direction.
5. The Contractor shall notify the Owner or Project Manager when an area is ready for compaction testing. This notification shall be forty-eight (48) hours in advance of final compaction so that the Engineer has adequate time to take compaction tests.
6. The Engineer and/or Soils Representative shall have the right to observe the installation of all controlled compacted fills. They shall be informed of the schedule for this work forty-eight (48) hours before it starts.
7. Tests of material as delivered may be made from time to time. Materials in question may not be used pending test results. Tests of compacted materials will be made regularly. Rejected materials shall be removed and replaced with new at the contractors expense, whether in stockpiles or in-place.
8. The Contractor shall cooperate with the Soils Representative in obtaining field samples of in-place materials after compaction and furnish incidental field labor in connection with these tests.

The Contractor will be informed by the Soils Representative of areas of unsatisfactory density which may require improvement by removal and replacement or by scarifying, aerating, sprinkling (as needed) and re-compaction prior to the replacement of the new lift. No additional compensation shall be paid for work required to achieve proper compaction.

9. In no case will frozen material be allowed for use as fill, backfill or rough grading material.

B. Placing, Spreading and Compacting Fill Material:

1. Field materials are to be placed as designated herein and as indicated on the Contract Drawings.

- a. GRAVEL FILL shall be placed as follows and compacted as specified herein.
 - 1) For all fill or backfill material within the proposed Contract limits unless otherwise specified or shown on the contract Drawings.
 - 2) As a bedding material around drainage pipes.
 - 3) Wherever gravel fill or special fill is called for or shown on the Contract Drawings.
 - 4) Wherever granular fill is called for or shown on the Contract Drawings.
 - b. DENSE GRADED CRUSHED STONE shall be placed as follows and compacted as specified in RIDOT *Standard Specifications for Roads and Bridges*.
 - 1) As a base course supplement under areas of bituminous paving.
 - c. ORDINARY FILL shall be placed as follows and compacted as specified herein:
 - 1) In general, fill areas such as lawn except where gravel fill or special fill is shown.
 - 2) Wherever gravel fill, crushed stone, sand fill or topsoil is not required herein or as shown on the Contract Drawings.
 - d. SAND BORROW shall be placed as follows and compacted as specified herein.
2. The fill material shall be placed in uniform horizontal layers and compacted as specified herein. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to obtain uniformity of material in each layer. So far as practicable, each layer of material shall extend the entire length and width of the area being filled.
 3. All fill materials shall be placed and compacted in-the-dry. The Contractor shall de-water excavated areas as required to perform the work and in such a manner as to preserve the undisturbed bearing capacity of the sub-grade soils. In freezing weather, a layer of fill shall not be left in an uncompleted state at the close of a day's operations. Prior to terminating operations for the day, the final layer of fill, after compaction, shall be rolled with a smooth-wheeled roller to eliminate ridges of soil left by tractors, trucks and compaction.
 4. The Contractor shall not place a layer of compacted fill on snow, ice or soil that was permitted to freeze prior to compaction. Removal of these unsatisfactory materials will be required as directed by the Owner.
 5. When the moisture content of the fill material is below that specified by the Soils Representative, water shall be added until the moisture content is as specified.
 6. When the moisture content of the fill material is above that specified by the Soils Representative, the fill material shall be aerated by blending, mixing or other satisfactory methods until the moisture content is as specified.

7. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to the specified density. Compaction shall be continuous over the entire area, and the equipment shall make sufficient passes to ensure that the desired density is obtained. A minimum of four (4) coverages with acceptable compaction equipment described hereinafter is a requirement. These coverages are to be provided as systematic compaction effort; incidental coverages due to construction vehicle traffic through the area will not be included.

C. Backfilling of Trenches, Structures and Foundations:

1. Areas to be backfilled shall be free of construction debris (including bituminous concrete), refuse, compressible or decayable materials and standing water. Do not place fill when temperature is below 30° F and when fill materials or layers below it are frozen unless specifically approved by the Project Manager.
2. Requirements of description, placement, compaction and spreading of fill materials as specified herein shall be applicable to backfilling operations.
3. Excavated material approved by the Landcape Architect or gravel fill shall be used as backfill around manholes and other structures.
4. Backfilling of structures including catch basins and manholes shall not commence until construction below finish grade has been approved, forms removed and the excavation cleaned of trash and debris. Backfill shall not be placed against walls until they are braced or have cured sufficiently to develop the strength necessary to resist the forces that will result from backfilling and compacting operations. If fill is required on both sides of a wall, it shall be brought up simultaneously and evenly on both sides. Avoid damage to the walls and to damp-proofing or waterproofing and other work in place. Allow seven (7) days from the date of application of waterproofing before backfilling. Stones larger than 4 inch maximum dimension shall not be permitted in the upper 12 inches of fill or within 12 inches of walls.
5. Do not commence backfilling operations of utility trenches until all piping, conduit, etc., has been installed, tested and approved and the locations of all pipe and appurtenances have been recorded. Backfill carefully by hand around pipe to depth of 1 foot above top of pipe using material specified herein and tamping firmly in layers not exceeding 6 inches in depth, compacting by mechanical tampers. When a manufacturer of utility line materials suggests backfill materials and methods other than those specified herein, such requirements shall govern, providing the finished materials and methods specified herein.
6. Gravel bedding will be required below all pipe unless otherwise shown on the Contract Drawings or specified herein.
7. From the centerline of the pipe to a point 12 inches above the top of the pipe, the backfill shall be gravel fill or sand fill placed by hand and hand tamped. Above this point, backfill shall be material as specified. This backfill shall be placed in

layers 6 inches deep, and each layer shall be compacted with mechanical tampers to not less than 95 percent of maximum density at optimum moisture content of the material. This backfill shall be carried up to the bottom of materials specified to be placed for surfacing or topsoiling and seeding requirements.

- D. **Compaction Equipment:** Compaction shall be accomplished by vibratory rollers, multiple wheel pneumatic tired rollers or other types of compacting equipment approved by the Project Manager. Loaded trucks, low beds, water wagons and the like shall not be considered as acceptable compaction equipment. Equipment shall be of any such design that it will be able to compact the fill to the specified density in a reasonable length of time. All compaction equipment shall be subject to the approval of the Project Manager.

- E. **Compaction Requirements:** The following table lists minimum compactive efforts and lift heights which are required for all fill materials. Compaction of each lift shall be completed before compaction of the next lift is started. The compaction equipment shall make an equal number of transverse and longitudinal coverages of each lift.

	Minimum Dry Density <u>Compaction*</u>	Maximum Loose Lift <u>Thickness</u>
1 a. Under Footings/ Structures	95 Percent	6 inch (hand equipment)
b. Under Slabs	95 Percent	8 inch (normal equipment)
2 a. Within Paved Areas	95 Percent	6 inch (hand equipment)
b. Within Planting Areas	83-85 Percent	10 inch (normal equipment)

* Percent of maximum dry density of the material at optimum moisture content as determined by methods or tests for latest requirements of ASTM Designation D-1557, Method D.

3.04 DEFICIENCY OF FILL MATERIAL

- A. Provide required additional fill material if a sufficient quantity of suitable material is not available from the required excavation on the project site at no additional cost to the Owner.

3.05 ROUGH GRADING

- A. Rough Grading shall include the shaping, trimming, rolling and finishing the surface of the sub-base, shoulders and earth slopes, and the preparation of the sub-base for loam and paved surfaces. The grading of shoulders and sloped areas may be done

by machine methods. Grading of sub-grades for paved areas shall be finished at the required depth below and parallel to the proposed surface within 1/4 inch in 10'-0" tolerance.

- B. If, during the progress of rough grading work, water pipe, sewer, conduit, drain or other construction is damaged due to operation under this Contract, the Contractor shall repair all such damage at no additional cost to the Owner and restore damaged areas to their original condition.
- C. Do all other cutting, filling and rough grading to the lines and grades indicated on the Contract Drawings. Grade evenly to within the dimensions required for finished grades shown on Contract Drawings.
- D. Grades shall be brought below finished grades in accordance with the various depths for paved areas, bottom of base course, as shown on Contract Drawings.
- E. No rubbish or debris of any description shall be allowed to enter fill material. Such material shall be removed from the site.
- F. Complete the grading operations after the utilities installed, site improvements constructed and all materials, rubbish and debris removed from the site. There must be sufficient grade staking to witness correct lines and grades.

3.06 SURPLUS FILL MATERIAL

- A. Surplus fill which is not required to fulfill the requirements of the Contract shall be removed from the site and disposed of in a legal manner.

3.07 RESTORATION OF SITE ITEMS

- A. Wherever streets, walkways, lawns or other items within or outside the Contract Limit Lines have been excavated in fulfilling the work required under the Contract, the Contractor

shall furnish and install all materials at no cost to the Owner to bring finished surfaces level with the existing conditions. Notify the proper authorities prior to restoring surfaces outside the contract Limit Lines to assure conformance to existing requirements.

- END OF SECTION 31 00 00 -

EXCAVATION, FILLING AND GRADING

32 13 13 - PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, Division 00 and General Requirements, Division 01 Specification sections, apply to work of this section.
- B. Examine all Contract Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.
- C. All work under this section shall conform to Section 476 and 900 and other applicable sections of the MDPW Standard Specifications for Highways and Bridges.

1.02 DESCRIPTION OF WORK

- A. Excavating for all wall, column, and plinth footings and preparing the sub-base as specified in Section 31 00 00, Excavation, Filling and Grading.
- B. Providing all materials and labor to install formwork and reinforcing steel to the dimensions shown on the drawings. The Contractor shall form all footings and wall cores to the dimensions shown on the drawings. Pouring concrete directly into excavated trenches is not allowed. Formwork shall be completed in logical staged to allow for proper vibration and forming of concrete.
- C. Providing installing all concrete and related materials.
- D. Providing and installing all Joint fillers or sealers as required.

1.03 QUALITY ASSURANCE

- A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

1.04 SUBMITTALS

- A. Furnish manufacturer's product data, test reports, and materials certifications as required in referenced sections for concrete, color additives, joint fillers and sealers.

PART 2 - PRODUCTS

2.01 CEMENT CONCRETE MASONRY

- A. Cement concrete masonry for footings and cores shall be as specified in Section 600 of the RIDOT Standard Specifications for Road and Bridge Construction, latest edition. All concrete shall meet a minimum compressive strength of 3000 PSI after 30 days.
- B. Form work shall be as specified in Section 601.03.8, Forms, of the Standard Specifications.
- C. Reinforcement shall be as specified in Sections M.05.01, Bar Reinforcement, and M.05.02, wire Reinforcement, of the Standard Specifications.
- D. Handling and placements of concrete shall be as specified in Section 600 of the Standard Specifications.
- E. Joints: Construction and expansion shall be as specified in section 600 of the Standard Specifications.

PART 3 - EXECUTION

3.01 CONCRETE PLACEMENT

- A. Concrete placement, forms, reinforcement, joints, etc. for curbs, and foundations shall be as specified in section 600 of the Standard Specifications.

3.02 FORMWORK

- A. Only wooden or metal forms shall be used. No concrete shall be placed before Project Manager reviews formwork and contractor could be asked to remove concrete if Project Manager is not given the opportunity to approve.
- B. Preparation of Form Surfaces: (ACI 301 4.4) Apply form release agent on formwork in accordance with manufacturer's recommendations. Apply prior to placing reinforcing steel, anchoring devices and embedded parts. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent.
- C. Removal of Forms: Do not remove forms and bracing until concrete has gained sufficient strength to carry its own weight, construction loads and design loads which are liable to be imposed on it. Verify strength of concrete by compressive strength results.

3.03 PROTECTION

- A. The Contractor shall make every effort including watchmen and paid police details, to protect the newly poured concrete surface against vandalism and marking or defacing, and must stand ready to replace any blocks as directed, which are excessively marked or defaced. Defaced concrete will be rejected with no exceptions taken. Schedule concrete work (limit paving concrete to AM hours only)

to assure sufficient time for concrete panels to cure sufficiently to prevent defacement.

3.04 REPAIR OF SURFACE DEFECTS

- A. Allow Project Manager to inspect concrete surfaces immediately upon removal of forms.
- B. Replace concrete not conforming to required lines, detail and elevations.
- C. Replace concrete not properly placed resulting in excessive honeycombing and other defects. Do not patch, repair or replace architectural concrete except upon express direction of Project Manager.

- END OF SECTION 32 13 13 -

PORTLAND CEMENT CONCRETE

SECTION 32 14 16 – BRICK PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Special Conditions and Division -1 specification sections, and Exhibits A and B apply to work of this section.
- B. Examine all Contract Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.

1.02 DESCRIPTION OF WORK

- A. The Contractor shall be responsible to install standard brick pavers to match existing brick pavers located along West Shore Road.
- B. Install brick paving and existing granite seal on a processed gravel base with sand leveling course within Donovan Park as shown on Exhibit B – Item F.
- C. Install brick paving on a processed gravel base with sand leveling course in former tree pit at the corner of West Shore Road and Beach Avenue as shown on Exhibit B – Item A.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for brick pavers.
- B. A minimum of three (3) samples of brick pavers shall be submitted to the Project Manager in order to match the new brick to the existing pavers. Provide additional samples and selections as necessary until a suitable match is found and approved by the Project Manager.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect pavers and setting bed material during storage and construction against or intermixture with earth or other types of materials.
- B. Paving stones shall be delivered and unloaded at job site in cubes strapped with metal bands or other secure method. Care shall be taken to prevent damage to the product during hauling/handling at the job site.

1.05 RELATED WORK IN OTHER SECTIONS

- A. Section 32 13 13 - Portland Cement

B. Section 04 41 00 – Masonry Wall Veneer

PART 2 - PRODUCTS

2.01 Brick Pavers:

A. Concrete Paving Units:

1. Qualifications: Manufacturer must have at least 5 years' experience in manufacturing brick paving stones.

B. Pavers shall meet the following requirements set forth in ASTM C 902, Specification for Pedestrian and Light Traffic Paving Brick or C 1272 Specification for Heavy Vehicular Paving Brick and shall conform to the PX standard.

- 1. Minimum average compressive strength of 10,000 psi.
- 2. The average cold water absorption shall not be greater than 6% with no individual unit testing greater than 7%. Absorption test results may not be achieved through the use of sealers or other products applied to the clay paver. (Sealer protection degrades over time requiring re-application after several years.)
- 3. Resistance of 50 freeze-thaw cycles, when tested in accordance with ASTM C67. In addition the clay paver must pass CSA-A231.2 freeze thaw test in saline solution without the use of sealers or other products applied to the paver. A test report must be submitted by the manufacturer. (Salt is the most common substance used for deicing during the winter months.)
- 4. Dimensional tolerances should meet the PX standard. The dimensional tolerances around the mean values for length, width, and depth shall be 1/16".
- 5. The pavers should be solid units without core holes or other perforations.

C. Setting Bed:

1. Setting bed shall be sharp, washed concrete sand. The material shall not contain more than 3% silt and shall be free of deleterious soluble salts. The gradation shall meet the requirement of the following range:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100
No. 4	95-100
No. 8	70-100
No. 18	50-85

No. 30	25-60
No. 50	10-30
No. 100	5-20
No. 200	0-10

- 2. Care shall be taken to protect the sand against rain when stockpiled on the site prior to setting.

- D. Jointing Material: Polymeric Stabilizing Sand for Pavers, Super Sand Bond as supplied by Alliance Designer Products Inc., 225, Bellerose Blvd. W., Laval, Canada, H7L 6A1, Phone: 450.668.8610, or approved equal. Color to be selected by the Landscape Architect based on standard options. Substitutions of sand or stone dust for joint material will not be accepted.

PART 3 - INSTALLATION

3.01 SCOPE

- A. All work in this section shall be in accordance with the Plans and Specifications and shall be performed by an experienced paving stone installer with previous experience based on similar size and circumstance. Pavers shall be set by experienced crew members.

3.02 PAVING SUBCONTRACTOR QUALIFICATIONS

- A. Contractor shall have been actively engaged in the installation of paving stones for at least five years under its present name, or have the written endorsement of the paving stone manufacturer.

- B. Subcontractor shall cite five comparable projects, with names and addresses of general Contractors and owners.

3.03 SETTING BED

- A. After the full depth base of processed gravel has been installed in lifts and compacted a final layer shall be screeded and compacted so as to have no greater than 3/8" deflection over the surface to be properly prepared for the sand bedding layer. The intent is to have a level and planar base layer to avoid any major pits or depressions that the sand layer must fill.

- B. The sand setting bed shall be spread loose and screeded level by the use of screed rails and boards to a uniform thickness not to exceed 1-1/4" and conforming to the grade of the base. The exact thickness of the setting bed shall be determined at the job site on the basis of field trials to provide a uniform depth of not less than 3/4" and not greater than 1-1/4" after compaction of the paving units.

- C. Care shall be taken to ensure the setting bed is not disturbed or pre-compacted in any way. If the screeded sand is accidentally pre-compacted by walking or rain, rake and re-screed as above.
- C. Do not screed more of an area of setting bed on which the pavers can be set that day.

3.04 INSTALLING

- A. Paving stone installation shall be plumb, level and true and to line and grade. Finishes work shall conform to and align with elevations. Care shall be taken during the layout to minimize cutting.
 - 1. Starting at 90° corner on straight edge, commence laying the paving stones 1/8" from the edge restraint on the undisturbed setting bed in the pattern and color as shown on the Plans.
 - 2. Paving stones shall be installed hand tight to achieve uniform joints approximately 1/8" wide between pavers. String lines shall be used frequently to hold pattern lines true and accurate.
 - 3. Full units shall be laid first and cuts done subsequently. Cut full units with a diamond masonry saw to fit accurately, neatly, and without damaged edges. The use of splitters, chisels, or other rough cutting equipment is prohibited. Stones shall be cut with a sharp diamond saw wet or dry. All dry cutting must be performed so as to control dust to the fullest extent possible. If dust becomes an issue the Contractor may be required to supply water to the site for wet saw cutting.
 - 4. Installers shall lay subsequent paving stones by moving forward on the top of the previously installed units.
 - 5. Paving stones shall be taken in a random fashion from 3 or more pallets at the same time to blend color variations.
 - 6. Care should be taken when transporting material over uncompacted paving stones to prevent damage to the pavement or premature compaction of the sand bedding.

3.05 COMPACTION

- A. After a substantial area of pavers have been installed, a plate vibrator or roller vibrator with high frequency, low amplitude shall be used to tamp the paving stones into place and to vibrate the sand into the joints.
 - 1. Three or more passes with the vibrator shall be made at 90° to the other until the pavers are brought to the design levels and profiles. Compaction shall continue until lipping has been eliminated between adjoining pavers. Care shall

be taken to keep 3 feet from the edge of unrestrained pavers prior to completion of installation.

2. Make sure the top of the pavers are dry. Polymeric stabilizing sand shall be spread and swept over the installed paving stones and in between the paver joints. A minimum of three passes of the plate vibrator shall be made to consolidate the polymeric sand in the joints with sand being added and swept into the joints between each successive pass. Joints shall be filled within 1/8" of the top of the paver with polymeric sand. The use of regular sand or stone dust as a joint filler is prohibited.
3. All pavers installed during the day must be compacted by day's end.
4. Blow off all the excess sand on the paver surface. Insure polymeric stabilizing sand lies below the top of the paver. (repeat step 2 if necessary).
5. Direct a fine mist of water in the air to dampen all the polymeric sand joints. Dampen until there is some water retention on the paver joints (30 seconds). Let pavers stand and dry for 15 minutes then rewet per manufacturer instructions.
1. Minimize or avoid, if possible, walking on the pavers for at least 4 hours after the installation of polymeric sand.

3.06 CLEANING

- A. The completed paving stone surface shall be swept clean and washed down with water to provide a finished workmanlike installation. Any stains that occur during construction must be removed in accordance with recommendations.

3.07 SEALER

- A. Seal brick with Techniseal ProSeries Waterproofing Sealant for Brick and Concrete (WR7) or approved equal per manufacturer recommended application instructions.

- END OF SECTION 32 00 16 -

BRICK PAVING

SECTION 32 33 00 – SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Special Conditions and Division -1 specification sections, and Exhibits A and B apply to work of this section.
- B. Examine all contract specifications, drawings, and all other sections of the specifications for requirements therein affecting the work of this section.

1.02 SCOPE

- A. Contractor shall purchase and deliver all site furnishings and other materials as outlined herein to the project site areas as necessary to complete work as outlined on all drawings, exhibits, and specifications. All materials must be kept secured and maintained in good condition throughout the course of construction.
- B. Install all furnishings in accordance with specifications and drawings. If specifications and drawings do not outline specific installation details or methods the Contractor shall install materials in accordance with manufacturer provided instructions and recommendations, or in accordance with standard industry practice.

1.03 STANDARDS AND DEFINITIONS

- A. The following standards and definitions shall apply to the work of this Section.
 - a. ASTM Standards - The American Society for Testing and Materials International applicable standards as outlined herein.
 - b. AAMA – American Architectural Manufacturers Association applicable standards as outlined
 - c. ADA – Americans with Disabilities Act – Standards for Accessible Design – 2010 or later.

1.04 RELATED WORK IN OTHER SECTIONS

- A. Section 03 30 53 - Cast in Place Concrete
- B. Section 32 12 16 - Asphalt Paving
- C. Section 11 68 13 - Playground Equipment

1.05 SUBMITTALS

- A. Provide submittals for all specified site furnishings, anchoring devices, and other related equipment. Submittals shall include installation instructions, color selections, product data sheets and relevant installation details. Provide color options for all materials for selection by the Office prior to ordering.

1.06 PRODUCT OPTIONS

- A. If products are specified by performance standards or by description only the Contractor may submit any product meeting those standards or description for consideration. Products submitted that substantially comply with the performance standards and description outlined herein will be approved. Products submitted that do not substantially comply with the performance standards and description outlined herein will be rejected.
- B. If Products are specified by name with the term “or approved equal” the Contractor may either submit the product as specified or request a substitution for any manufacturer or product not named for consideration. The product(s) proposed must be deemed substantially comparable in materials, quality, and fabrication to those specified by name. The City reserves the right to reject proposed substitutions if the proposed products are found to be inferior to those specified herein.

1.07 SUBSTITUTIONS

- A. The City will consider requests for substitutions **within 14 days after date of Owner-Contractor Agreement** unless the specification or provisions provided herein specifically state “NO SUBSTITUTIONS”.
- B. Each request for substitution request must be submitted with complete data substantiating compliance of proposed substitution with contract documents.
- C. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work as required for the work to be completed with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extensions which may subsequently become apparent as a result of the product substitution.

5. Has investigated any proprietary features of the specified product and attests that the proposed product does not violate any patents or laws in making the product "equal."
 6. That products will fit within the current layout and not require any significant modifications to the special layout in order to accommodate alternate equipment.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision of the Contract Documents.
- E. Substitution Submittal Procedure:
1. Submit three copies of requests for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The City's Project Manager will notify Contractor, in writing, of decision to accept or reject request.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt at the job site, all materials shall be checked by the Contractor to ensure no damages occurred during shipping or handling. All materials shall be stored in a manner to ensure proper ventilation and drainage and to protect against damage, weather, vandalism and theft. The Contractor shall ensure that materials are not left out in the open for extended amounts of time.

1.09 COORDINATION WITH WORK ACTIVITIES

- A. The Contractor shall carefully store materials as necessary to avoid potential damage or site conflicts. Coordinate with the City to determine when areas will be prepared for the installation of site furnishings and any related components. Coordinate the installation of site furnishings with grading, paving, and other related site work. Install site furnishings in a logical and progressive manner to avoid redundancy or damage to recently built works.

PART 2 - PRODUCTS

2.01 SITE FURNISHINGS

A. Contractor shall provide the following commercial site furnishings as specified herein and shown on the plan entitled "Exhibit B – Donovan Park and Village Improvements (Refer to Appendix A – Plans/ Exhibits):

- a. Three (3) Dumor model 58 -80, 8' long steel ribbon bench, surface mount, black in color, for installation in Donovan Park.
- b. One (1) Dumor model 102-32-DM (dome top option), 32 gallon steel trash receptacle, surface mount, black in color, for installation in Donovan Park.
- c. Three (3) Dumor model 114-00 steel planters, surface mount, black in color, for installation on sidewalk areas along West Shore Road at the direction of the Project Manager.

Or approved equal.

B. Equipment shall be manufactured by:

Dumor, Inc.
P.O. Box 142
Mifflintown, PA 17059
www.dumor.com
1-800-598-4018

Manufacturer Representative:

O'Brien and Sons, Inc.
93 West Street
P.O. Box 650
Medfield, MA 02052-0650

Or approved equal.

PART 3 - EXECUTION

3.01 SITE REVIEW AND COORDINATION

- A. The Contractor shall coordinate with the City's Project Manager to determine when the site is appropriately prepared by the City to accept the site furnishings. No work shall be performed until areas are graded and properly compacted.
- B. The Contractor shall verify grades and layout with the City's landscape architect prior to the installation of any furnishings. If grades need to be adjusted, the City will make modifications as required at the request of the Contractor. The Contractor is not

required to perform site work to prepare areas for site furnishings unless furnishings are located within the limits of paved areas as shown on the site plans (refer to Appendix A – Site Plans).

3.02 INSTALLATION

- A. Inventory all equipment and ensure all necessary parts have been received in order to complete the project. The Contractor shall notify the vendor immediately if parts are missing to ensure the site furnishings are erected in a timely manner.
- B. Layout the location of furnishings and related footings. After the layout is complete, coordinate with the City's Project Manager to review the footing and structure location. Make adjustments as required to conform to the drawings and meet project requirements.
- C. Assemble the site furnishings in accordance with manufacturer details and instructions.
- D. Once the layout is approved, excavate for footings or mounting pads as follows:
 - a. Benches shall be mounted on concrete pads measuring 10'LX3'WX4"D. Contractor is responsible for all excavation, installation of 6" thick compacted processed gravel base, formwork, concrete installation and finish work, stripping of forms, and repair of surrounding areas. Concrete pads shall have a broom finish with finish edge. Anchor benches to pad utilizing standard expansion bolt anchors per manufacturer recommendations.
 - b. Trash receptacle shall be mounted on concrete pad measuring 24"LX24"WX4"D. Contractor is responsible for all excavation, installation of 6" thick compacted processed gravel base, formwork, concrete installation and finish work, stripping of forms, and repair of surrounding areas. Concrete pads shall have a smooth finish. Anchor receptacle to pad utilizing standard expansion bolt anchors per manufacturer recommendations.
 - c. Planters shall be mounted to concrete sidewalks utilizing standard expansion bolt anchors per manufacturer recommendations.
- E. Thoroughly clean all work areas and dispose of all trash properly at an off-site facility. Any cured concrete left over shall be removed from the site by the Contractor.
- F. Touch up any small scrapes or marks using paint provided by the manufacturer.
- G. Review final installation with the City for final acceptance.

3.03

DOCUMENTATION

- A. At the completion of the project, prior to final payment, Contractor shall provide all touchup paint, warranty certificates, maintenance manuals, installation guides, and regulatory compliance documentation to the Project Manager prior to final invoicing and payment.

3.04 CLEANUP

- A. Wash all furnishings to remove dirt, concrete, debris and other items. Clean up all site debris to include all boxes, straps, crating, wood, cardboard, foam, and other packing elements. Clean and blow out all hardscape areas. Repair any damaged existing elements.

- END OF SECTION 32 33 00 -

SITE FURNISHINGS

SECTION 32 90 00 PLANTING

PART 1 - GENERAL

1.01 **RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Special Conditions and Division -1 specification sections, and Exhibits A and B apply to work of this section.
- B. Examine all Contract Drawings and all other Sections of the specifications for requirements therein affecting the work of this Section.

1.02 **SCOPE**

- A. The Contractor shall provide all labor, equipment, and materials to install plantings, seed lawn areas, and miscellaneous other planting work as outlined on the project plans and described herein.

1.03 **STANDARDS AND DEFINITIONS**

- A. The following standards and definitions shall apply to the work of this Section.
 - 1. ASNS: "American Standard for Nursery Stock", ANSI Z60.1, latest edition, published by the American Association of Nurserymen, (AAN).
 - 2. SPN: "Standardized Plant Names", latest edition, by the American Joint Committee on Horticultural Nomenclature.
 - 3. AOAC: "Association of Official Agricultural Chemists".
 - 4. Rhode Island Standard Specifications: Latest edition of the Standard Specifications for Road and Bridge Construction, The state of Rhode island Department of Transportation, Latest Edition.
 - 5. Pruning Standards: The "Standards for Pruning Shade Trees" of the National Arborist Association, 174 Route 101, Bedford, New Hampshire 03102.
 - 6. "Project Manager", "Engineer", or "Superintendent" as referenced herein, shall represent the agent(s) rendering approvals for the Owner.
- B. Subgrade Elevations: Excavation, filling and grading required to establish elevations shown on drawings are not specified in this section. Refer to excavation, filling, and grading section.

1.04 RELATED WORK IN OTHER SECTIONS

- A. Section 31 23 00 – Excavation and Fill

1.05 QUALITY ASSURANCE:

- A. Work shall be performed by crews specializing in landscape with a minimum of Three (3) years of experience and having completed a minimum of 25 landscape installations. The planting shall be done by skilled horticultural workers, trained and experienced in accepted nursery practices. The work shall be done under the supervision of a qualified planting foreman demonstrating a background in landscape operations.
- B. Source Quality Control:
1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
 2. **Do not make substitutions.** If specified landscape material is not obtainable, submit proof of non-availability to Project Manager, together with proposal for use of equivalent material.
 3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Analytical Chemists, wherever applicable.
 5. Plant Material: Provide plant material, of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
 6. Label at least one tree or shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

1.06 SAMPLES AND SUBMITTALS

- A. General: At least ten (10) days prior to intended use, the Contractor shall provide the following submittals for approval.
1. Loam (provide supplier information, sample, and testing data).
 2. Fertilizer (provide analysis information).

3. Seed (Provide label information)

Do not order materials until Project Manager's approval of submittals. Delivered materials shall match the approved samples.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Trees and Shrubs: Provide freshly dug plant material. Do not prune prior to delivery unless otherwise approved by Project Manager. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- D. Do not remove container grown stock from containers until planting time.

1.08 JOB CONDITIONS

- A. Examination of Conditions: All areas to be planted shall be inspected by the Contractor before starting work and any defects shall be reported to the Project Manager prior to beginning this work. The commencement of work by the Contractor shall indicate his acceptance of the areas to be planted, and he shall assume full responsibility for the work of this Section.

The Contractor shall be solely responsible for judging the full extent of work requirements involved, including but not limited to the potential need for storing and maintaining plants temporarily and/or re-handling plants prior to final installation.

- B. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- C. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

- D. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Project Manager before planting.
- E. Planting Time: Plant or install materials during normal planting seasons for each type of landscape work required. The specified maintenance periods shall begin at date of substantial completion of the project.

PART 2 - PRODUCTS

2.01 LOAM/ TOPSOIL

- A. The contractor shall provide additional loam/topsoil borrow as required to complete landscape work and as outlined in Section 31 23 00.
- B. Provide screened topsoil which is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1" in any dimension, and other extraneous or toxic matter harmful to plant growth.
 - 1. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4"; do not obtain from bogs or marshes.

2.02 PLANTING SOIL MIX

- A. Planting soil mix shall be approved loam which has been pH adjusted according to particular planting applications and improved through the addition of organic matter as directed below. Planting loam shall conform to the following pH levels:

Planting loam for general planting of nonacid-loving plants shall have a true pH value of 6.0 to 6.5.
- B. Planting soil mix shall consist of pH adjusted loam which has been thoroughly premixed with organic material in the proportions of one (1) part peat moss with five (5) parts of approved loam.

2.03 LAWN SEED

- A. Lawn seed for transitions between sod and existing lawn areas, as well as damaged areas, shall be "Allens NE Park and Athletic Mix" as provided by:

Allens Seed Store
693 South County Trail
Exeter, RI 02822
www.allensseed.com
401-294-2722

or approved equal.

1. Dry broadcast seed at a rate of 7 lbs per 1000 SF of area.

2.04 AMENDMENTS

A. Fertilizer:

1. Fertilizer for seeded lawn areas shall be a balanced starter fertilizer such as WoodAce 10-10-10 starter fertilizer as manufactured by:

Lebanon Turf
1600 E Cumberland St.
Lebanon, PA 17042
1-800-233-0628

or approved equal.

- F. Limestone: Ground limestone for seed and sod areas shall be a calcitic limestone such as SOLU-CAL granular enhanced high calcium lime as manufactured by:

Solu-Cal USA
24 Patterson Brook Road
West Wareham MA 02576
www.solu-cal.com
508-500-2745

or approved equal.

2.05 PLANT MATERIALS

- A. Quantity: The Contractor shall furnish and plant all plants shown on the drawings, as specified, and in quantities as listed on the drawings. **No substitutions will be permitted unless approved by Project Manager in writing.** All plants shall be nursery grown.

1. Plants shall be in accordance with the USA Standard for Nursery Stock of the American Association of Nurserymen.
2. All plants shall be typical of their species or variety and shall have a normal habit of growth and be legibly tagged with the proper name. Only plant stock grown within hardiness Zones 1 through 5, as established by the Arnold Arboretum, Jamaica Plain, Massachusetts, will be accepted. The Contractor's suppliers must certify in writing that the stock has actually been grown under Zone 5 or harder conditions. Plants not so certified will not be accepted.

3. The root system of each plant shall be well provided with fibrous roots. All parts shall be moist and show active green cambium when cut. They shall be sound, healthy, and vigorous, well-branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae.
 4. The height of the trees (measure from the crown of the roots to the tip of the top branch) shall be not less than the minimum size designated. Take caliper measurement six (6) inches above ground level up to and including four (4) inch caliper size and twelve (12) inches above ground for larger sizes. The branching height for shade trees next to walks shall be seven (7) feet. This may be obtained by pruning after delivery if this does not detract from the shape or form of the trees or cause unsightly scars. The trunk of each tree shall be a single trunk growing from a single unmutated crown of roots. No part of the trunk shall be conspicuously crooked as compared with normal trees of the same variety. The trunk shall be free from sunscald, frost cracks, or wounds resulting from abrasions, fire or other causes. No pruning wounds shall be present having a diameter exceeding two (2) inches and such wounds must show bark on all edges. No trees which have had their leaders cut will be accepted.
- D. Coniferous and Broadleaf Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad up-right, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.
1. Provide balled and burlapped (B & B) evergreens.
 2. Container grown evergreens will be acceptable subject to specified limitations for container grown stock.

2.06 MISCELLANEOUS LANDSCAPE MATERIALS:

- A. Guys: Provide "Arbortie" nylon tree webbing or approved equal. Trees shall be guyed as detailed.
- B. Staking Material: Stakes for trees shall be 2" x 3" solid pine stakes with pointed ends with length as necessary to support each tree to approximately 1/3 of its height. Stakes shall extend a minimum of 24" into the ground.
- C. Water: The Contractor shall be responsible to furnish his own supply of water to the site at no extra cost. All work injured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct. Water shall be free from impurities injurious to vegetation.

2.07 TREE WATERING BAGS

Tree watering bags shall be Treegator® 20 Gallon standard watering backs as manufactured by Spectrum Products, Inc., Youngsville, NC 27596 or approved equal. One bag shall be supplied per tree show on the drawings.

PART 3 - EXECUTION

3.01 PLANTING:

- A. Furnishing and planting of any plant material includes the digging of the holes, provision of soil additives and loam, furnishing the plants of specified size with roots in the specified manner, the labor of planting, fertilizing, mulching, guying and staking where called for, and maintenance.
- B. The Contractor shall locate plant material sources and ensure that plants are shipped in timely fashion for installation.
- C. Inspection and approval of plants at the source shall not impair the right of subsequent inspection and rejection upon delivery to the site, or during the progress of the work; if the Project Manager finds that plants have declined noticeably due to handling abuse, lack of maintenance, or other causes. Cost of replacements, as required, shall be borne by the Contractor.
- D. All plant roots and earth balls must be damp and thoroughly protected from sun and wind from the beginning of the digging operation, during transportation and on the ground until the final planting. The plants shall be planted in the center of the holes and at the same depth as they previously grew. After completion of planting installations, remove burlap, rope, wires, etc. from the upper quarter of the root balls. Do not pull burlap or wires out from the sides or under root balls. Planting soil mix shall be backfilled in layers of not more than six inches (6") and each layer watered sufficiently to settle before the next layer is put in place. Enough planting soil mix shall be used to bring the surface to finished grade when settled. A saucer shall be formed around each plant at a depth of six inches (6") for trees.
- E. Planting soil mix as specified shall be prepared and backfilled at individual shrub planting pits as directed.
- F. All tree pits shall measure 2 times the rootball diameter in dimension, unless otherwise directed by the Project Manager.
- G. Mulch material shall be placed over entire saucer areas of individual shrubs and over the entire area of planting beds to a depth of three inches (3") after settlement, not later than one (1) week after planting. No mulch shall be applied prior to the first watering of plant materials.
- H. In the event that rock or underground construction work or obstructions are encountered in any plant pit or bed excavation work to be done under this Contract, alternate locations may be selected by the Project Manager.

- I. Apply weed preventer to all beds in accordance with manufacturer recommendations.
- J. Absolutely no debris may be left on the site. Excavated material shall be removed as directed. Repair any damage to site or structures to restore them to their original condition as directed by the Project Manager, at no cost to the Owner.

3.02 PLANT LOCATIONS

- A. All plant locations shall be staked out on the ground and the locations must be approved by the Project Manager before any excavation is started. If it is necessary to adjust any of the locations because of unforeseen problems, the changes shall be under the direction of the Project Manager and there shall be no extra charges for these adjustments.
- B. Plant pits shall be excavated with vertical sides. Holes for trees shall be at least two feet (2') greater in diameter than the ball.

3.03 PLANTING TREES

- A. The tree shall be lifted and set in place, being careful not to disturb the root ball and to keep it intact.
- B. The tree shall be set to line and grade shown in the drawings and plumbed straight. The tree shall be set at the same depth as it was previously grown.
- C. If the root ball is wrapped in burlap and rope tied, the rope shall be cut off and removed, and the burlap shall be laid back and away from the ball half way down the ball.
- D. The planting pit shall be backfilled with planting soil mix in layers not to exceed eight (8) inches. Each layer shall be firmly tamped. When the pit is approximately 2/3 full, thoroughly water. Do not puddle mix, but allow water to drain through undisturbed. Continue backfilling and tamping in eight (8) inch layers until planting mix level is at level plant was previously grown. Water thoroughly and adjust soil level.
- E. At the time of planting, install fertilizer packets at a depth of six (6) to eight (8) inches equally spaced around the plant as it is being backfilled. Packets shall be placed approximately three (3) inches away from the plant roots or plant ball. Packets shall not be cut, ripped, or damaged. If it becomes necessary to remove and replace dead or unhealthy plants, any damaged or broken packets shall be replaced with new packets. The application rates for fertilizer packets shall be as follows:

<u>Type of Plant</u>	<u>Rate</u>
----------------------	-------------

Deciduous Shade Trees
Shrubs

One packet for each inch of caliper
According to manufacturers
recommendations

At the contractor's option, fertilizer packets may be installed at a time subsequent to planting, provided that fertilizing be accomplished no later than the end of the twelve month guarantee period; and that any delay in the fertilizing schedule shall result in no additional cost to the Owner.

- F. Mulch material shall be placed over entire saucer areas of individual trees and shrubs, and over the entire area of planting beds to a depth of three (3) inches after settlement, not later than one (1) week after planting. No mulch shall be applied prior to the first watering of plant materials.
- G. Stake tree as shown in contract drawing details, being careful so that the stakes are clear of the root ball mass.
- H. In the event that rock or underground construction work or obstructions are encountered in any plant pit or bed excavation work to be done under this Contract, alternate locations may be selected by the Project Manager.
- I. Install tree watering bags per manufacturer instructions. Fill bags with clean, fresh water. The Contractor will be responsible to fill the watering bags a minimum of 2 times per week during the contract period until final project acceptance. During the contract period watering bags shall be maintained in a suitable fashion to include re-securing the bags as necessary to ensure proper operation.
- J. Apply weed preventer to all tree beds in accordance with manufacturer recommendations.
- K. Absolutely no debris may be left on the site. Excavated material shall be removed as directed. Repair any damage to site or structures to restore them to their original condition as directed by the Project Manager, at no cost to the Owner.

3.04 MAINTENANCE OF PLANT MATERIALS

- A. Begin maintenance immediately after planting.
- B. Maintain plant material until final project acceptance. There is no extended maintenance period for this project.

3.06 SEEDING OF LAWN AREAS

- A. Limit of work line or limit of disturbed areas shall be limit of seeding unless otherwise indicated on the Drawings. All areas on the plan shall be loamed and

seeded only after written approval of the finished grading or as directed by the Project Manager. All disturbed areas outside the limit of seeding shall be seeded.

- B. Once seed bed is prepared apply lime at manufacturer recommended rates for new lawns.
- C. Broadcast half the seed amount in one direction and then broadcast the remaining seed at a 90 degree angle to the first pass. Lightly rake all seed into the soil.
- D. Top the seeded areas with fertilizer broadcast with a spreader at manufacturer recommended rates for new lawn establishment, but no less than 1 lb of Nitrogen per 1000 SF.

3.07 MAINTENANCE AND PROTECTION OF LAWNS

- A. Contractor shall maintain all lawn areas for the first sixty (60) days following the acceptance of the seed installation. The contractor must receive final acceptance of approved work within seven (7) days of completing seed and sod operations so the Owner and/ or Project Manager can verify work and provide acceptance. Watering and regular maintenance will then be formally taken over by Contractor for the 60 day period. At the end of the 60 day period the Contractor shall rectify any deficiencies and overseed bare areas prior to the Owner taking responsibility for maintenance operations.
- B. Protection: The contractor shall establish and maintain fencing around the entirety of the seeded areas for a maximum of 60 days following planting operations unless the Owner requests that any temporary fence be taken down sooner. The Contractor will be responsible for all fixes and repair to the temporary fence to maintain an enclosed project area throughout the maintenance term. All costs to set up and take down the fencing shall be borne by the contractor.

- END OF SECTION 32 90 00 -

PLANTING

APPENDIX A – EXHIBITS/ PLANS

EXHIBIT A

REVIEW SUBMISSION FOR PROPOSED CROSSWALK IMPROVEMENTS

CONIMICUT VILLAGE BUSINESS DISTRICT WEST SHORE ROAD (ROUTE 117) WARWICK, RHODE ISLAND



LOCATION MAP
NOT TO SCALE

INDEX OF DRAWINGS

DRAWING No.	PLAN
C1	STANDARD NOTES
C2	GENERAL PLAN
C3	MISCELLANEOUS DETAILS PLAN No. 1
C4	MISCELLANEOUS DETAILS PLAN No. 2

NOTE
ROUTE 117 IS A DESIGNATED
HURRICANE EVACUATION ROUTE.

PREPARED FOR



CITY OF WARWICK
3275 POST ROAD
WARWICK, RI 02886

ENGINEERS



- Civil
- Transportation
- Environmental
- Site Planning
- Surveying
- Permitting
- Landscape Architecture

CROSSMAN ENGINEERING

Rhode Island Massachusetts
151 Centerville Road 103 Commonwealth Avenue
Warwick, RI 02886 North Attleboro, MA 02763
Phone: (401) 738-5660 Phone: (508) 695-1700

Email: cel@crossmaneng.com

JUNE 11, 2019
SHEET 1 of 5

REVISIONS:

No.:	DATE:	DESCRIPTION:
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GENERAL NOTES

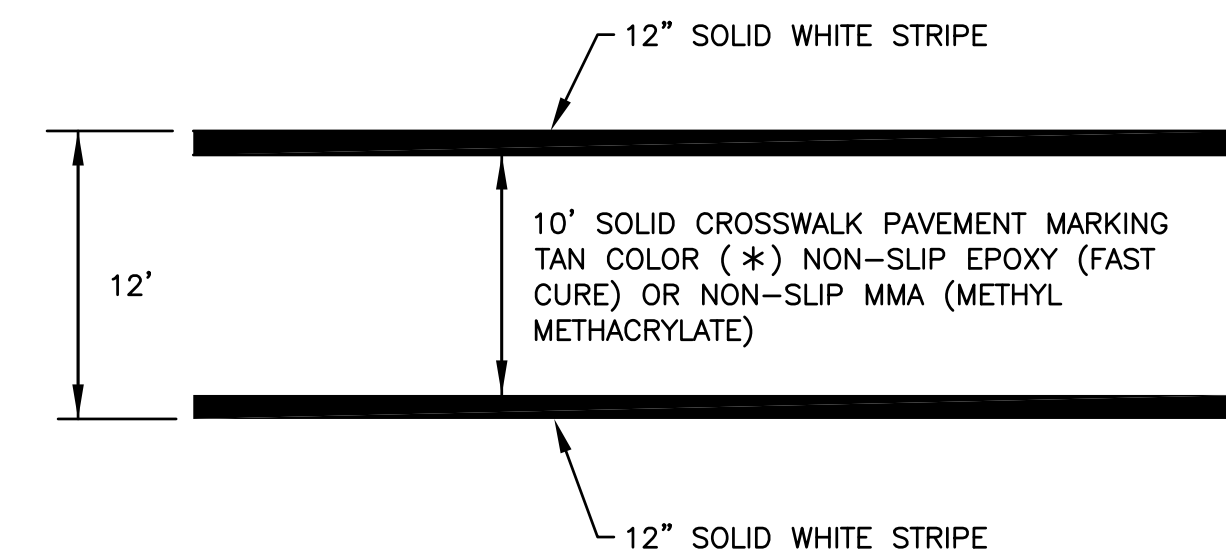
1. ANY DAMAGE TO EXISTING PAVEMENT, BRIDGES, CONDUIT, SIDEWALK, FENCES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY OR STATE.
2. THE CONTRACTOR SHALL PLACE ALL EQUIPMENT AND MATERIAL AS FAR AWAY AS POSSIBLE FROM THE EDGE OF THE TRAVEL LANE SO AS NOT TO CAUSE A SAFETY HAZARD, IN ACCORDANCE WITH SECTION 106.06 OF THE R.I.D.O.T. STANDARD SPECIFICATION, LATEST EDITION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE EXISTING CONDITIONS ARE NOT OBLITERATED BEFORE CONTROL POINTS ARE LOCATED AND CONSTRUCTION LAYOUT IS ESTABLISHED. THE CONSTRUCTION LAYOUT SHALL BE PROVIDED IN SUFFICIENT DETAIL, THEREBY ENABLING HIM TO CONSTRUCT THE PROJECT IN CONFORMITY WITH THE PLANS AND SPECIFICATIONS. SURVEY WILL BE PROVIDED BY THE CONTRACTOR. THE RESIDENT ENGINEER WILL NOT AUTHORIZE CONSTRUCTION ACTIVITIES TO BEGIN UNTIL HE IS SATISFIED THAT ALL GROUND CONTROL HAS BEEN ESTABLISHED, TIED DOWN, AND DULY RECORDED IN STANDARD FIELD BOOKS.
4. CONTRACTOR SHALL REMOVE EXISTING CROSSWALK PAVEMENT MARKINGS AT LOCATIONS OF NEW CROSSWALKS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ROADWAYS FREE OF DEBRIS RESULTING FROM THEIR CONSTRUCTION OPERATIONS. ALL DEBRIS SHALL BE REMOVED TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE STATE.
6. NO FUEL STORAGE, VEHICLE REFUELING, OR EQUIPMENT STORAGE SHALL TAKE PLACE IN DESIGNATED WETLANDS, NOR WITHIN 100' OF ANY WATER BODY. THIS REQUIREMENT SHALL NOT SUPERSEDE ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION THAT APPLIES TO THE SAME, UNLESS THIS REQUIREMENT IS MORE STRINGENT THAN SAID LAW, ORDINANCE, RULE OR REGULATION.
7. IF THE PROJECT IS ON A HURRICANE EVACUATION AND DIVERSIONARY ROUTE AS DESIGNATED ON THE COVERSHEET, THE CONTRACTOR IS ADVISED THAT UPON 12 (TWELVE) HOURS NOTICE THE ROADWAY SHALL BE OPENED TO EVACUEES AND EMERGENCY PERSONNEL. ANY EXTRA WORK NECESSARY TO COMPLY WITH THIS REQUIREMENT WILL BE REIMBURSED UNDER FORCE ACCOUNT PROCEDURES.

MAINTENANCE AND PROTECTION OF TRAFFIC NOTES

1. ALL MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL SETUPS, SIGNS, CHANNELIZING DEVICES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
2. ALL SIGN MOUNTINGS FOR TEMPORARY AND CONSTRUCTION SIGNS SHALL BE IN ACCORDANCE WITH THE R.I.D.O.T. STANDARD SPECIFICATIONS, LATEST EDITION.
3. THE CONTRACTOR SHALL COVER ALL EXISTING AND/OR TEMPORARY SIGNS THAT ARE NOT RELEVANT TO THE TRAFFIC CONTROL REQUIRED DURING ANY PARTICULAR STAGE OF THE CONTRACT.
4. ADVANCE FLAGPERSON SIGNS (W20-7A) SHALL BE USED IN ADVANCE OF ANY POINT AT WHICH A FLAGPERSON OR A POLICE OFFICER HAS BEEN STATIONED TO CONTROL TRAFFIC. WHEN NEEDED, AN APPROPRIATE DISTANCE MESSAGE MAY BE DISPLAYED ON A SUPPLEMENTAL PLATE (24"x18") BELOW THE FLAGPERSON SYMBOL SIGN. THE SIGN SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE FLAGPERSON IS NOT AT THE STATION.
5. POLICE OFFICERS (AND NOT FLAGPERSONS) SHALL BE UTILIZED WHEN WORK WILL IMPACT SIGNALIZED INTERSECTIONS AND LIMITED ACCESS HIGHWAYS.
6. POLYETHYLENE DRUMS SHALL BE UTILIZED AS A CHANNELIZING DEVICE WHEN A TRAFFIC CONTROL SET-UP IS TO REMAIN BEYOND WORKING HOURS WHEN NO WORKERS ARE PRESENT. CONES SHALL BE UTILIZED WHEN A TRAFFIC CONTROL SET-UP IS TO REMAIN ONLY DURING WORKING HOURS AND IS SUBSEQUENTLY BROKEN DOWN AT THE END OF THE WORKDAY.
7. ARROW PANELS SHALL BE SET IN THE FLASHING FOUR CORNERS CAUTION MODE UNLESS UTILIZED FOR A MERGING TAPER. ARROW PANELS SET IN THE FLASHING ARROW MODE SHALL NOT BE UTILIZED FOR LANE SHIFTS.
8. TEMPORARY CONSTRUCTION SIGNS AND OTHER WORKZONE TRAFFIC CONTROL DEVICES THAT ARE DAMAGED OR REQUIRE RELOCATION SHALL BE REPLACED AND/OR RELOCATED. THERE WILL BE NO SEPERATE PAYMENT FOR SAID WORK AND/OR MATERIALS.
9. THE PRIVATE VEHICLES OF CONSTRUCTION WORKERS SHALL NOT BE PARKED ON THE TRAVEL LANES OR SHOULDERS. THEY MAY BE PARKED WITHIN THE STATE RIGHT-OF-WAY ONLY IN AREAS 30' BEYOND THE OUTSIDE EDGE OF THE TRAVEL LANES AND/OR IN AREAS APPROVED BY THE ENGINEER.
10. TEMPORARY CONSTRUCTION SIGNS AND OTHER TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF WORK IN ANY AREA OPEN TO TRAFFIC, AND SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER APPROPRIATE.
11. THE INTENDED VEHICLE PATHS THROUGH EACH WORK ZONE SHALL BE CLEARLY MARKED AT ALL TIMES. WATERBORNE PAVEMENT MARKINGS SHALL BE INSTALLED BEFORE THE END OF THE WORK SHIFT ON ALL COLD-PLANED AND NEW ROADWAY SURFACES THAT WILL BE OPENED TO TRAFFIC AT THE END OF THE SHIFT.

NOTE

THE PROJECT IS LIMITED TO REPAINTING EXISTING CROSSWALKS.



* TAN COLOR SAMPLES MUST BE SUBMITTED TO R.I.D.O.T. FOR APPROVAL PRIOR TO PLACEMENT.

TYPICAL CROSS WALK STRIPING DETAIL
NOT TO SCALE

- 12" SOLID WHITE STRIPES SHALL BE EPOXY RESIN PAVEMENT MARKINGS REFLECTORIZED FOR NIGHT VISIBILITY AND CONFORMING TO SECTION T.20 OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION (AMENDED MARCH 2018) WITH ALL REVISIONS.
- TAN NON-SLIP EPOXY (FAST CURE) OR TAN NON-SLIP MMA (METHYL METHACRYLATE) CROSSWALK PAVEMENT MARKING SHALL BE A SKID RESISTANT (NON-SLIP) MATERIAL PROVIDING ADEQUATE TRACTION FOR SAFE PEDESTRIAN, CYCLIST AND VEHICLE PASSAGE AND SHALL BE DEVOID OF RETROREFLECTIVE PROPERTIES.



- Civil
- Transportation
- Environmental
- Site Planning
- Surveying
- Permitting
- Landscape Architecture

CROSSMAN ENGINEERING

Rhode Island
151 Centerville Road
Warwick, RI 02886
Phone: (401) 738-5660

Massachusetts
103 Commonwealth Avenue
North Attleboro, MA 02763
Phone: (508) 695-1700

Email: cel@crossmaneng.com

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KEY PLAN

PROJECT TITLE:

**PROPOSED
CROSSWALK
IMPROVEMENTS**

CONIMICUT VILLAGE
BUSINESS DISTRICT
WEST SHORE ROAD
(ROUTE 117)
WARWICK, RHODE ISLAND

PREPARED FOR:



CITY OF WARWICK
3275 POST ROAD
WARWICK, RI 02886

DRAWING TITLE:

STANDARD NOTES

DATE: JUNE 2019 SCALE: AS SHOWN

DWG. NAME: 2286-C01-STDNOTES.dwg

REVISIONS

NUMBER	REMARKS	DATE

DRAWING NUMBER

C1

SHEET: 2 OF 5



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 Rhode Island Massachusetts
 151 Centerville Road 103 Commonwealth Avenue
 Warwick, RI 02886 North Attleboro, MA 02763
 Phone: (401) 738-5660 Phone: (508) 695-1700
 Email: cel@crossmaneng.com

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KEY PLAN

PROJECT TITLE:

PROPOSED CROSSWALK IMPROVEMENTS
 CONNIMCUT VILLAGE BUSINESS DISTRICT
 WEST SHORE ROAD (ROUTE 117)
 WARWICK, RHODE ISLAND

PREPARED FOR:



CITY OF WARWICK
 3275 POST ROAD
 WARWICK, RI 02886

DRAWING TITLE:

GENERAL PLAN

DATE: JUNE 2019 SCALE: 1"=20'

DWG. NAME: 2286-C02-GENERAL.dwg

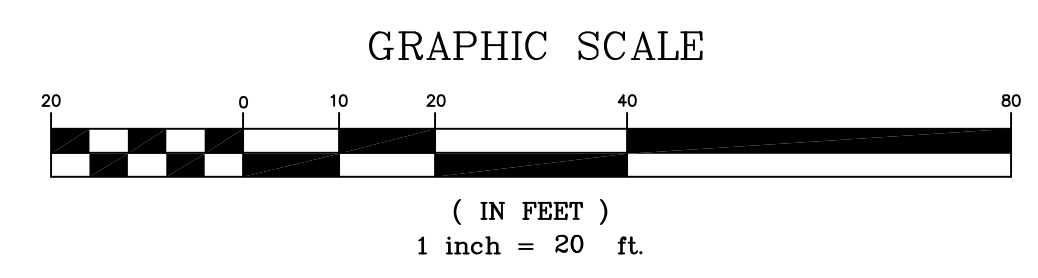
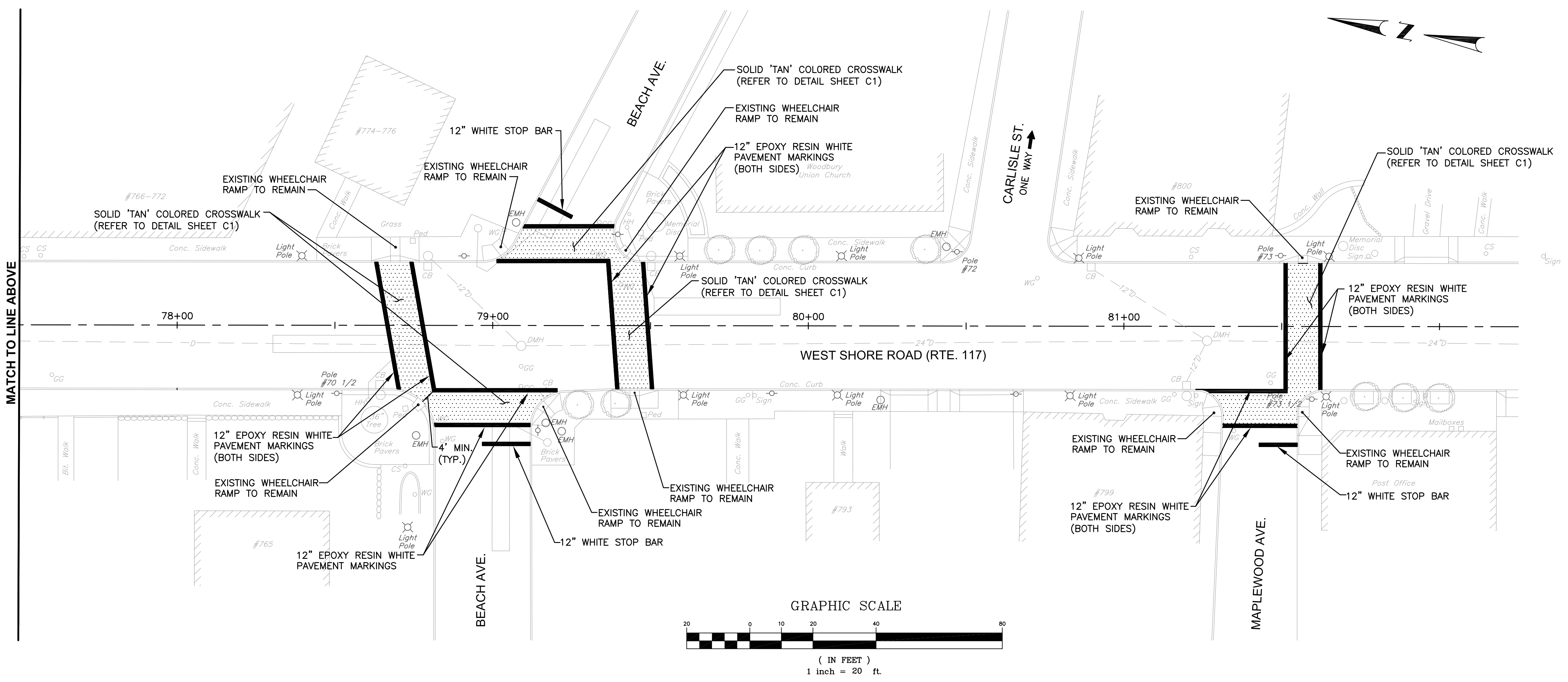
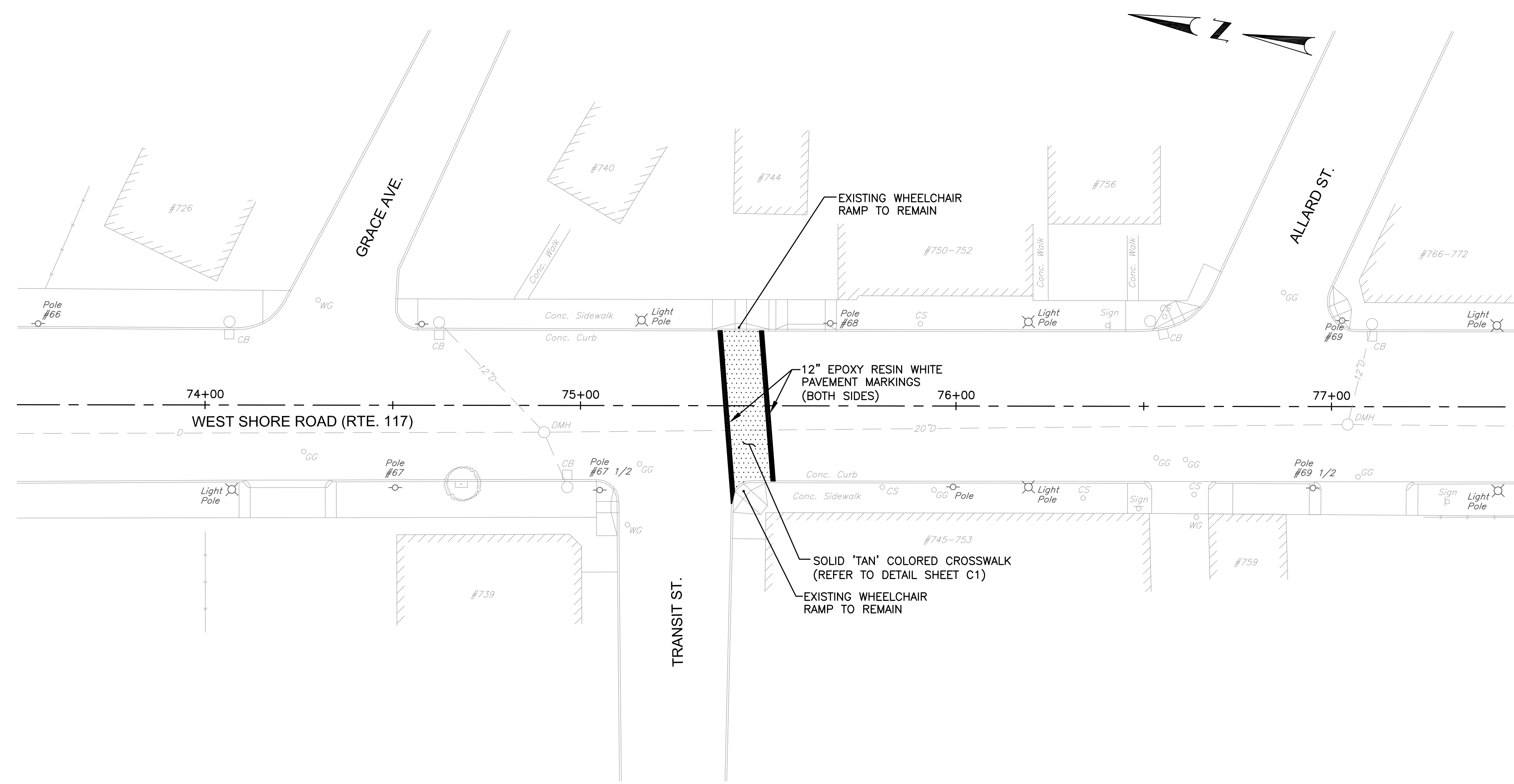
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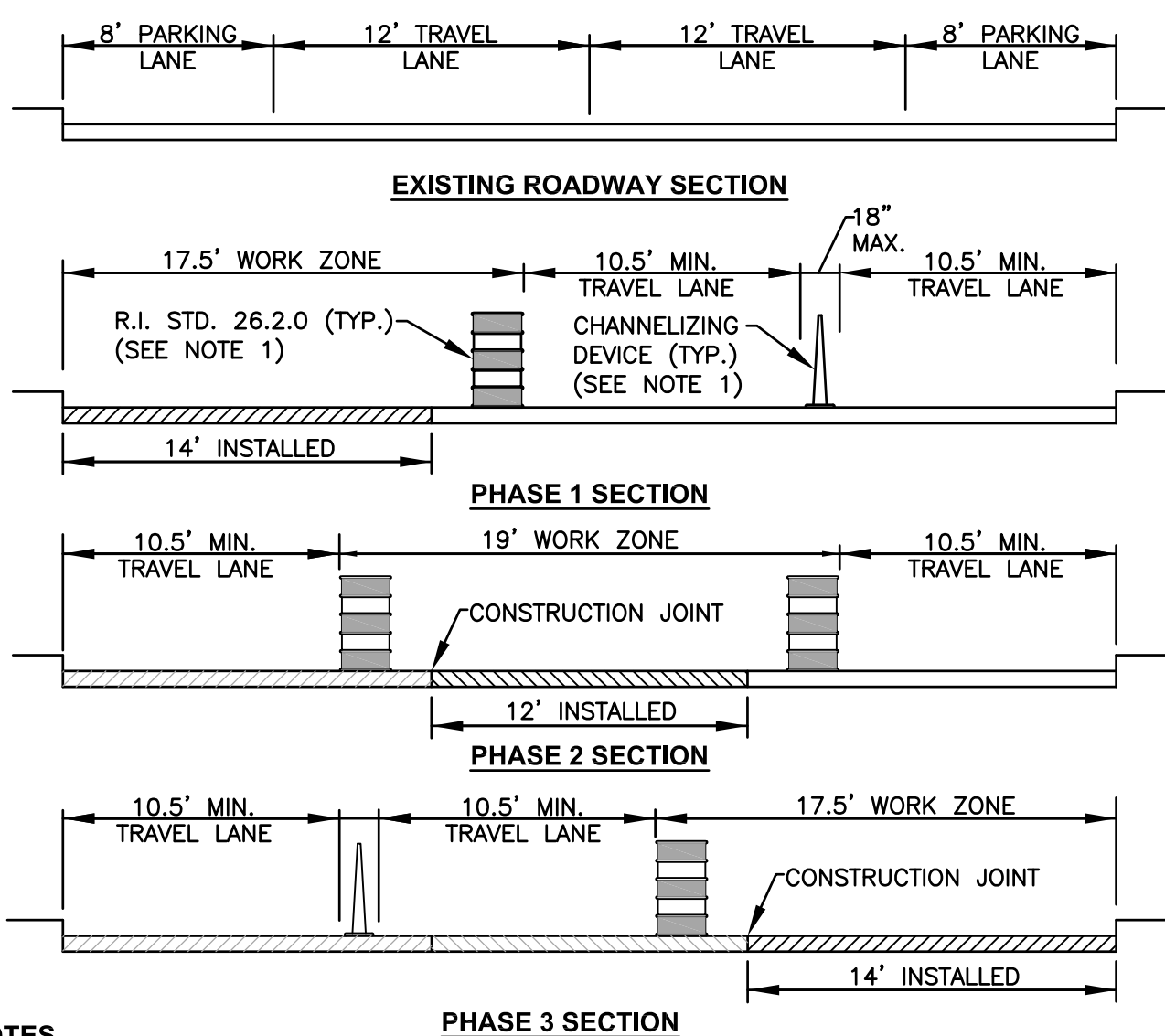
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DRAWING NUMBER

C2

SHEET: 3 OF 6



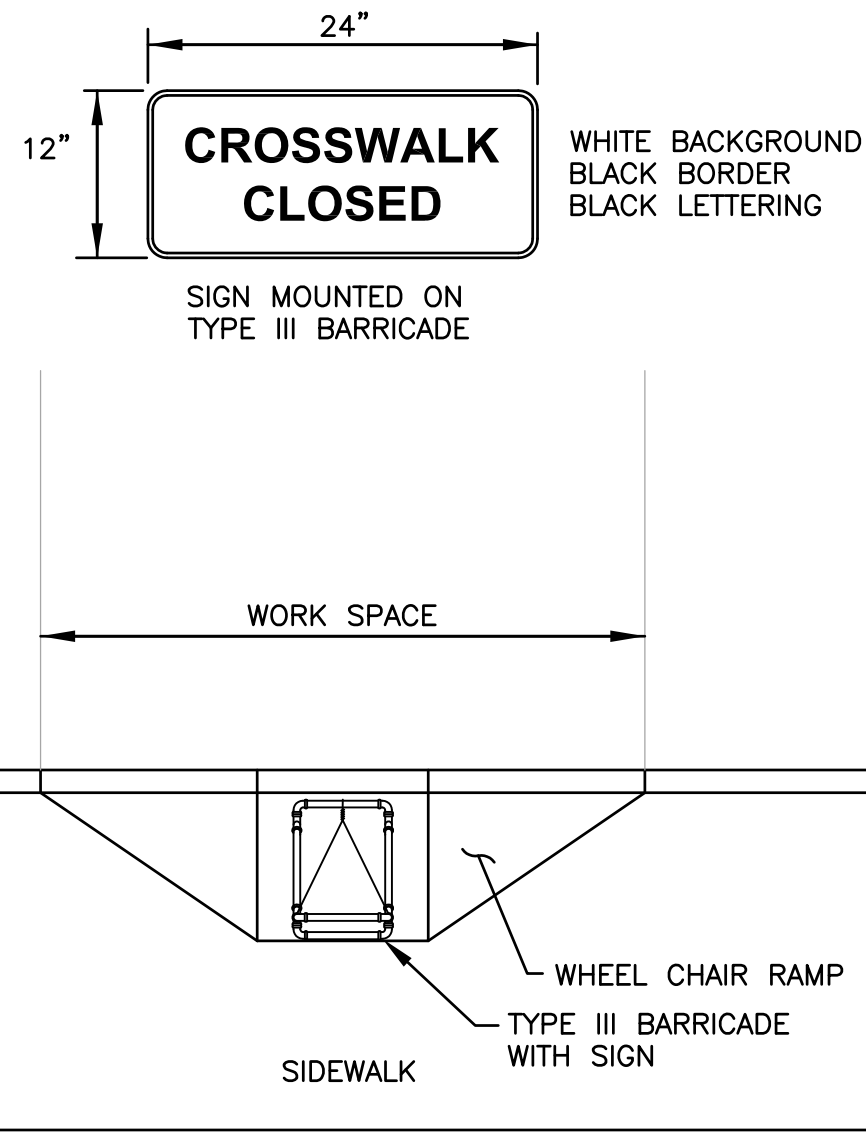


NOTES

1. CHANNELIZING DEVICE SHALL BE T-TOP STACKABLE CHANNELIZER CONE OR APPROVED EQUAL WITH WEIGHTED BASE. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE BASE WEIGHT AND SHALL BE REFLECTORIZED IN ACCORDANCE WITH THE M.U.T.C.D.
2. R.I. STD. 26.2.0 POLYETHYLENE DRUM WITH MARKINGS SHALL HAVE WEIGHTED BASE.

LANE CLOSURE DETAIL

NOT TO SCALE



NOTE

1. CONTRACTOR TO PROVIDE ADDITIONAL BARRICADES OR DRUMS OR TAPE AS NECESSARY TO PROTECT WORK SPACE.

CROSSWALK CLOSURE DETAIL

NOT TO SCALE

NOTES

1. TRAFFIC CONTROL DEVICES AND LANE SHIFTS TO REMAIN IN PLACE UNTIL PAINT HAS CURED AND IT IS SUITABLE FOR TRAFFIC.
2. POLICE VEHICLES WITH FLASHING LIGHTS SHALL BE LOCATED WITHIN THE WORK SPACE WHILE WORK IS TAKING PLACE AND CONSTRUCTION PERSONNEL ARE WITHIN THE WORK SPACE.
3. NO CONSTRUCTION PERSONNEL, EQUIPMENT, OR VEHICLES (INCLUDING POLICE VEHICLES) ARE PERMITTED WITHIN THE BUFFER SPACE.
4. ANY MODIFICATIONS OR ADDITIONS TO THESE TRAFFIC CONTROL DETAILS MADE BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
5. SIGN SIZES TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
6. ALL SIGN MOUNTINGS FOR TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE RIDOT STANDARD SPECIFICATIONS, LATEST EDITION.
7. THE CONTRACTOR SHALL COVER ALL EXISTING AND/OR TEMPORARY SIGNS THAT ARE NOT RELEVANT TO THE TRAFFIC CONTROL REQUIRED DURING ANY PARTICULAR STAGE OF THE CONTRACT.
8. POLICE OFFICERS (AND NOT FLAG PERSONS) SHALL BE UTILIZED WHEN WORK WILL IMPACT SIGNALIZED INTERSECTIONS.
9. ADVANCE FLAG PERSON SIGNS (W20-7A) SHALL BE USED IN ADVANCE OF ANY POINT AT WHICH A FLAG PERSON OR A POLICE OFFICER HAS BEEN STATIONED TO CONTROL TRAFFIC. WHEN NEEDED, AN APPROPRIATE DISTANCE MESSAGE MAY BE DISPLAYED ON A SUPPLEMENTAL PLATE (24"x18") BELOW THE FLAG PERSON SYMBOL SIGN. THE SIGN SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE FLAG PERSON IS NOT AT THE STATION.
10. R.I. STD. 26.1.0 "FLUORESCENT TRAFFIC CONES" MAY BE USED IN PLACE OF CHANNELIZING DEVICES AND/OR POLYETHYLENE DRUMS WHEN TRAFFIC CONTROL SET-UP IS TO REMAIN ONLY DURING WORKING HOURS AND IS SUBSEQUENTLY BROKEN DOWN AT THE END OF THE WORK DAY.
11. CONTRACTOR TO PROVIDE ADDITIONAL "NO PARKING" SIGNS (R7-1) WITH APPROPRIATE ARROWS AS NECESSARY BASED ON LENGTH OF WORK SPACE.

Crossman Engineering
 Rhode Island: 151 Centerville Road, Warwick, RI 02886, Phone: (401) 738-5660
 Massachusetts: 103 Commonwealth Avenue, North Attleboro, MA 02763, Phone: (508) 695-1700
 Email: cel@crossmaneng.com

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KEY PLAN

PROJECT TITLE:
PROPOSED CROSSWALK IMPROVEMENTS
 CONNIMCUT VILLAGE BUSINESS DISTRICT
 WEST SHORE ROAD (ROUTE 117)
 WARWICK, RHODE ISLAND

PREPARED FOR:

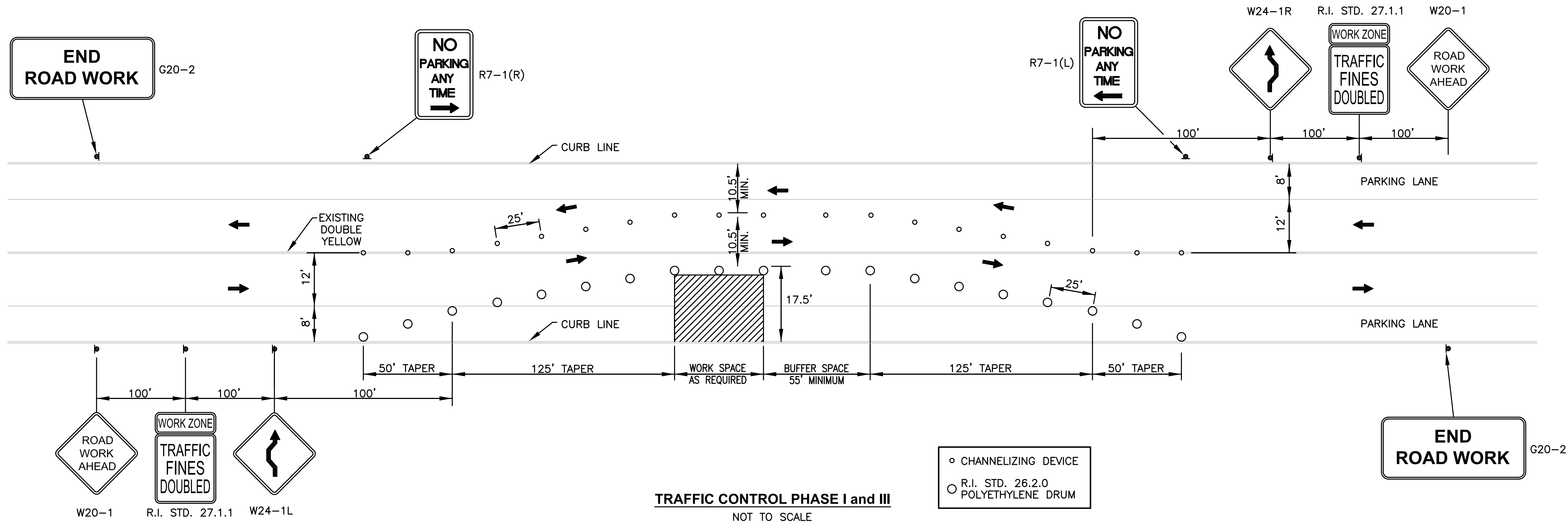
 CITY OF WARWICK
 3275 POST ROAD
 WARWICK, RI 02886

DRAWING TITLE:
MISCELLANEOUS DETAIL PLAN No. 1

DATE: JUNE 2019 **SCALE:** AS SHOWN
DWG. NAME: 2286-C03-DETAIL1.dwg

REVISIONS	NUMBER	REMARKS	DATE
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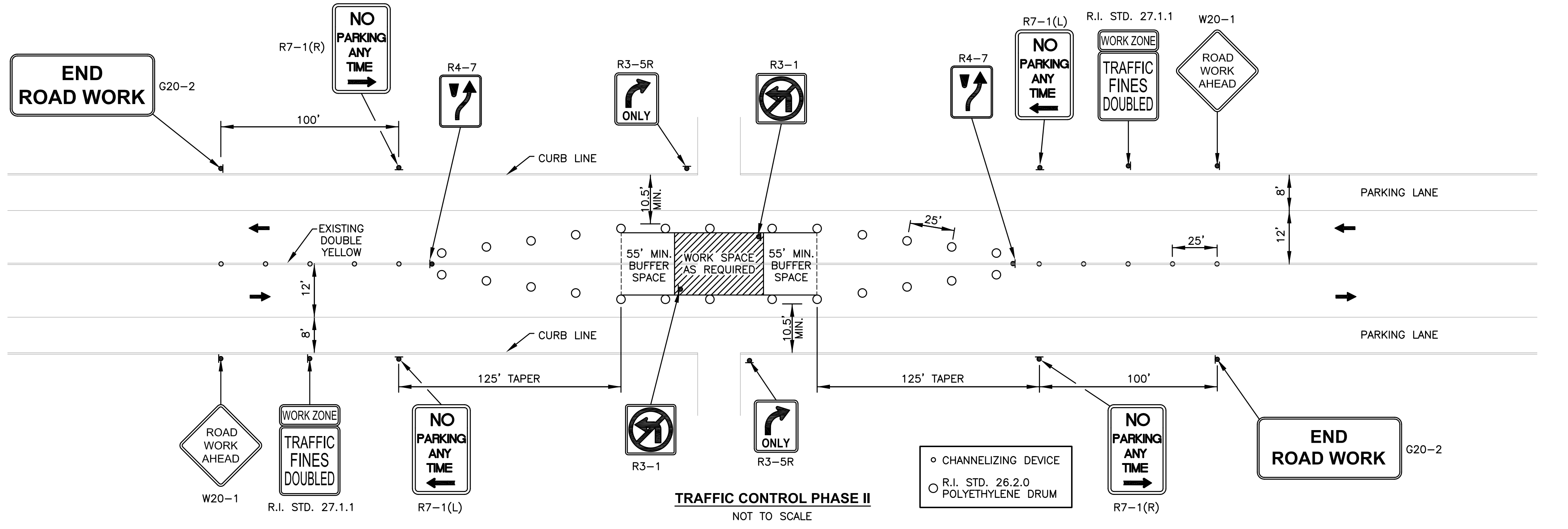
DRAWING NUMBER
C3
 SHEET: 4 OF 5



TRAFFIC CONTROL PHASE I and III

NOT TO SCALE

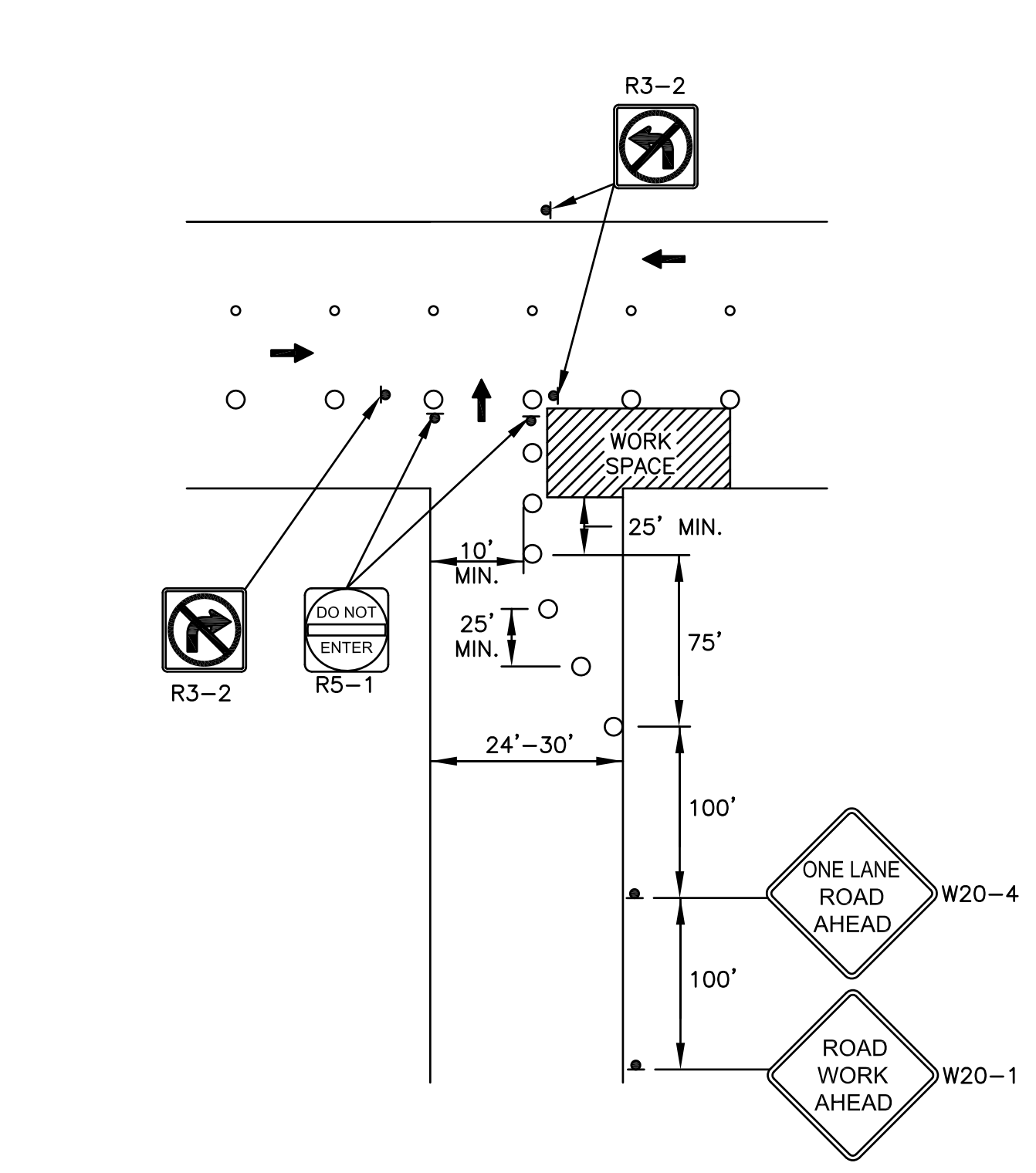
- CHANNELIZING DEVICE
- R.I. STD. 26.2.0 POLYETHYLENE DRUM



TRAFFIC CONTROL PHASE II

NOT TO SCALE

- CHANNELIZING DEVICE
- R.I. STD. 26.2.0 POLYETHYLENE DRUM



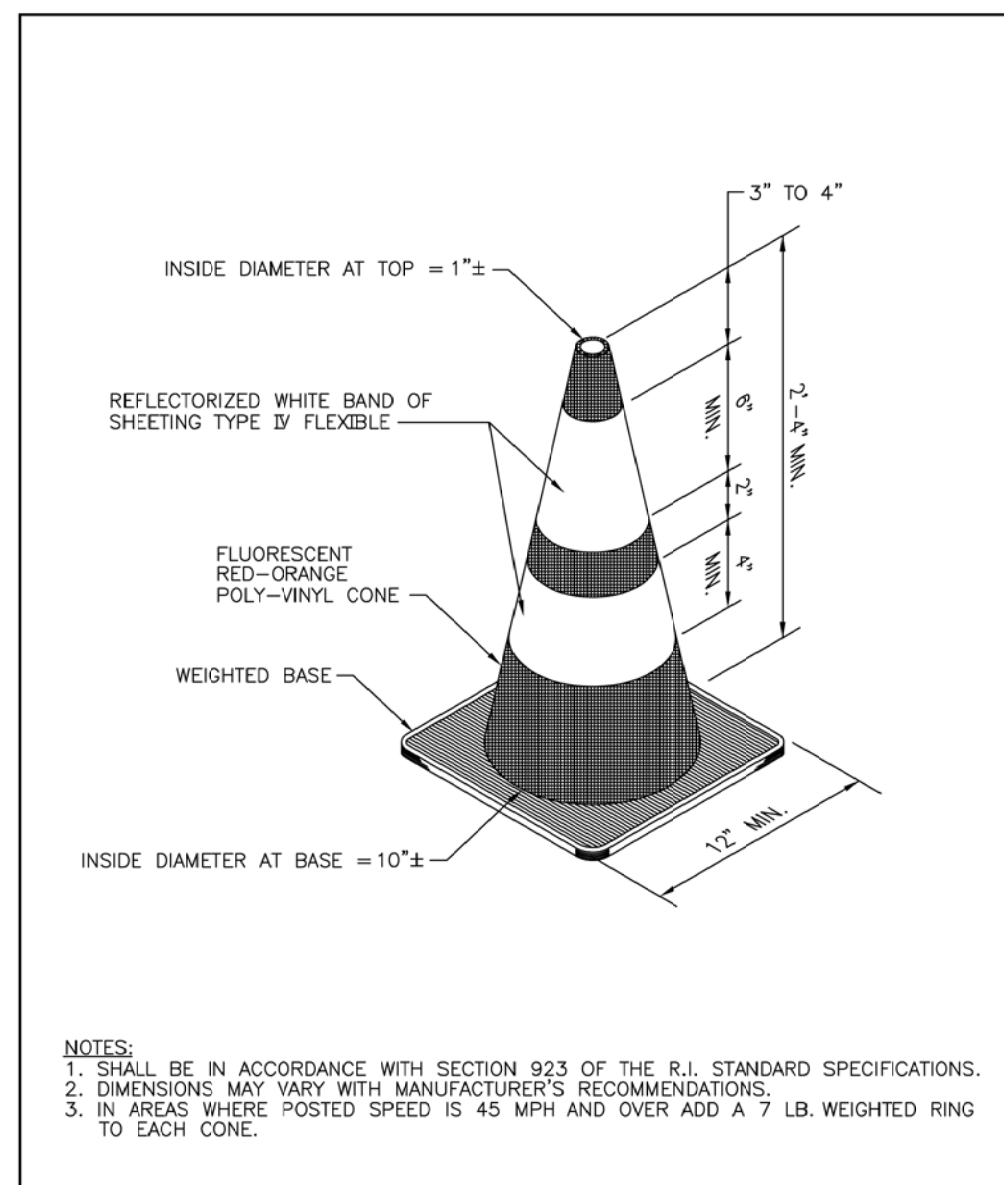
NOTES:

1. R.I. STD. 26.2.0 POLYETHYLENE DRUM MAY BE SUBSTITUTED FOR CHANNELIZING DEVICE IF NECESSARY TO MAINTAIN 10' CLEARANCE.
2. DETOURS TO BE DESIGNED BY THE CONTRACTOR AND SUBMITTED TO THE CITY AND R.I.D.O.T. FOR APPROVAL.

MAINTENANCE OF TRAFFIC ON SIDE STREETS

NOT TO SCALE

- CHANNELIZING DEVICE
- R.I. STD. 26.2.0 POLYETHYLENE DRUM

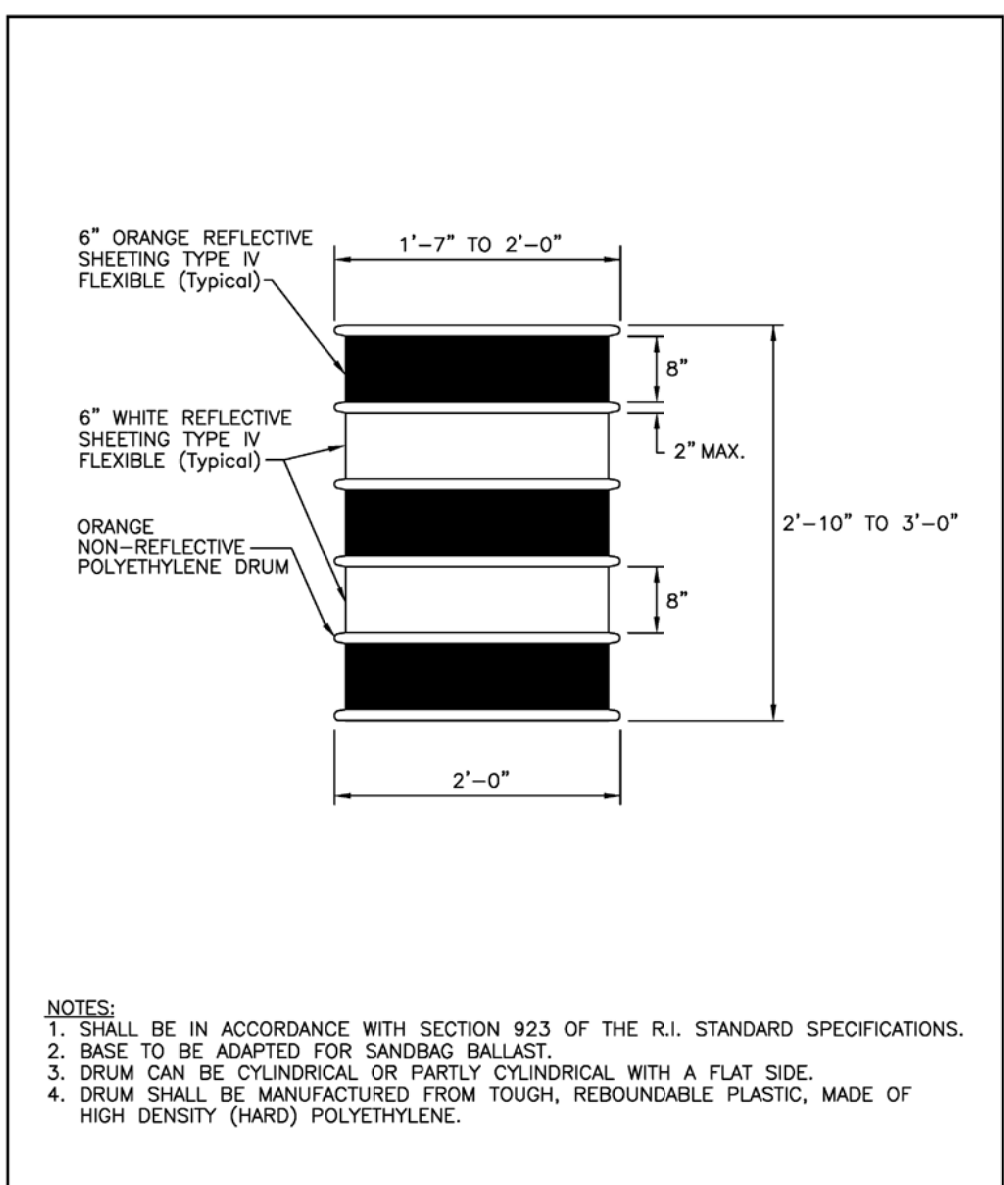


RHODE ISLAND DEPARTMENT OF TRANSPORTATION

FLUORESCENT TRAFFIC CONE

NO.	BY	DATE	R.I. STANDARD
1	M.P.	05/05	26.1.0

June 15, 1998

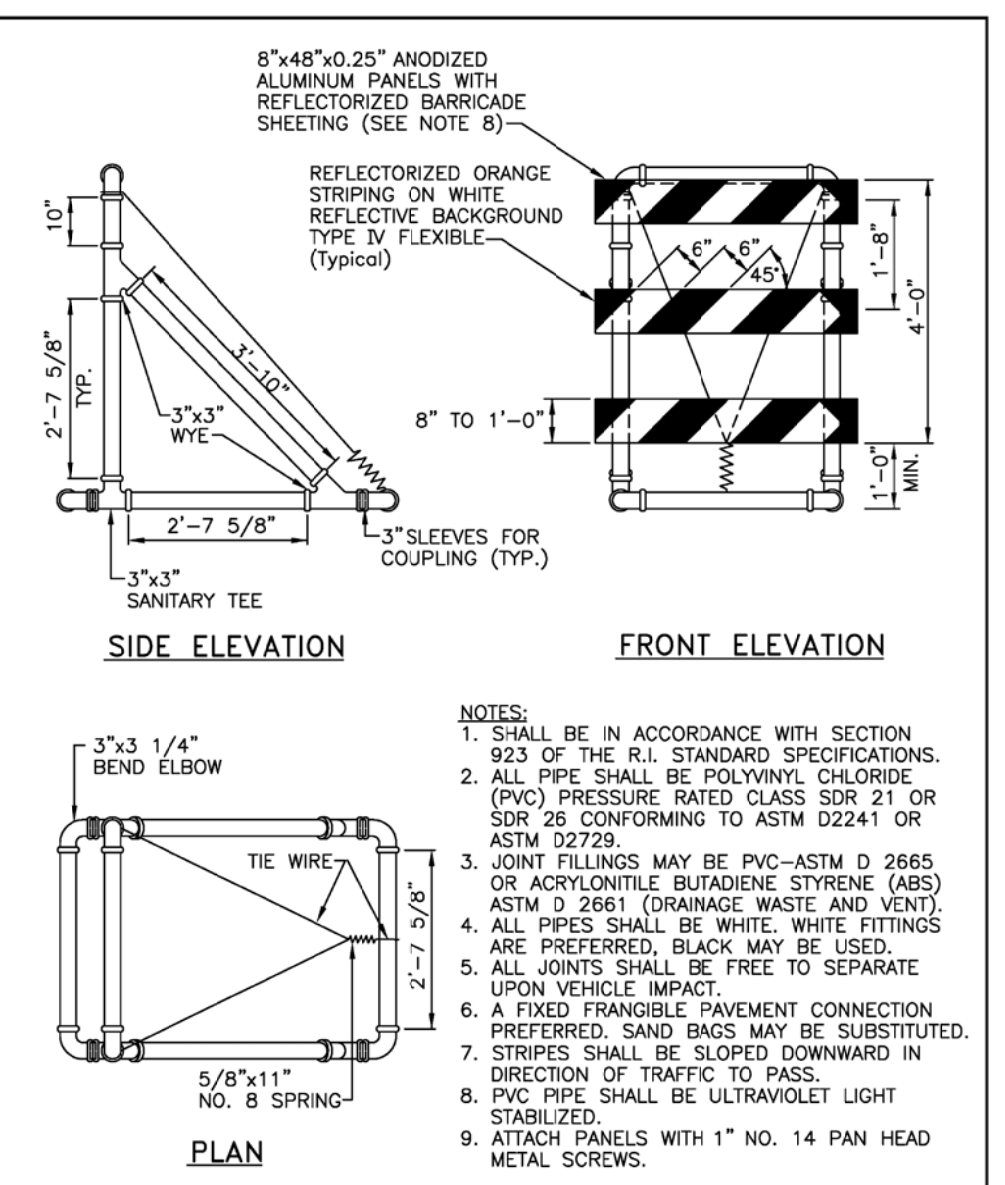


RHODE ISLAND DEPARTMENT OF TRANSPORTATION

POLYETHYLENE DRUM WITH MARKINGS

NO.	BY	DATE	R.I. STANDARD
1	M.P.	05/05	26.2.0

June 15, 1998

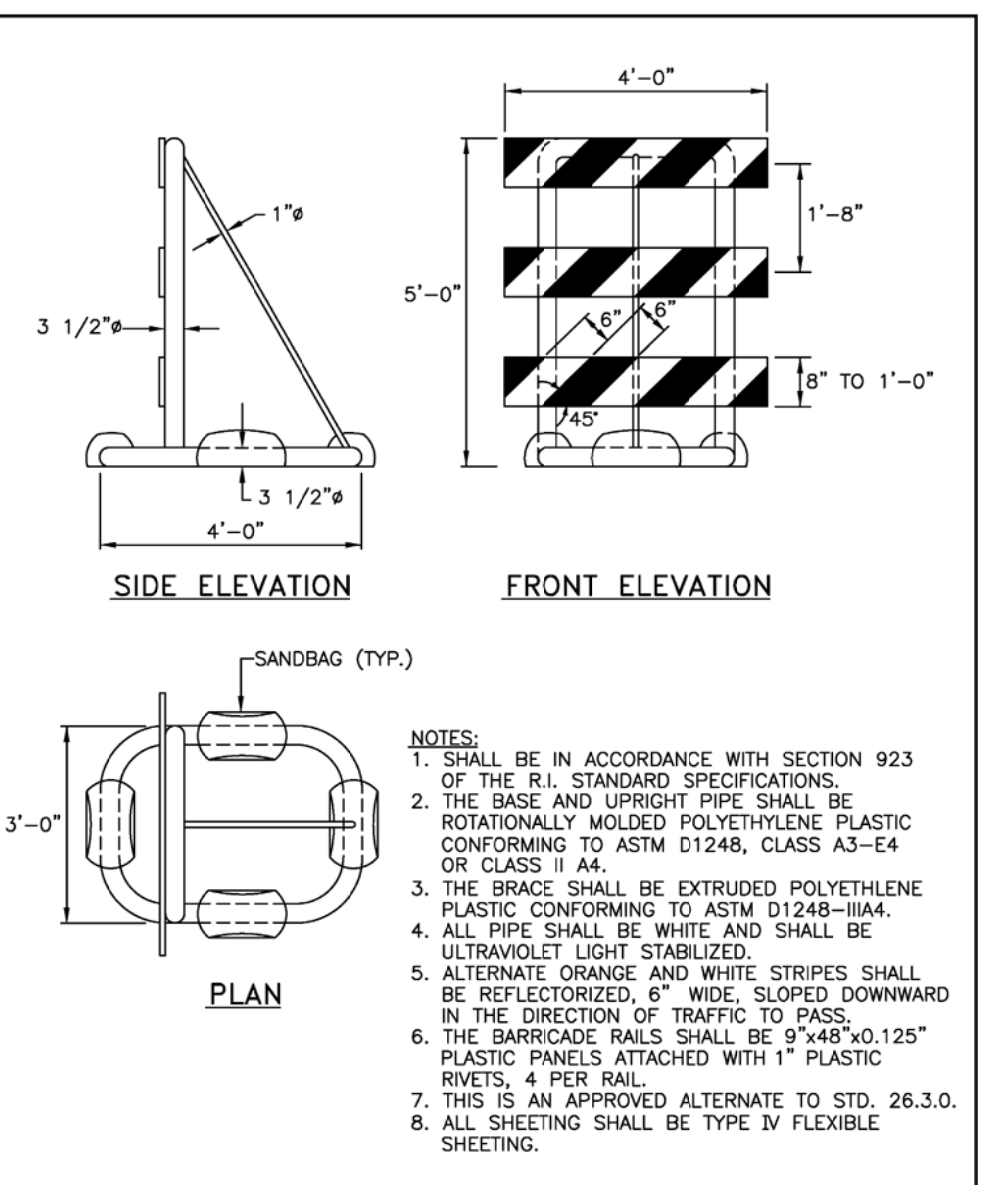


RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PVC PLASTIC PIPE TYPE III BARRICADE

NO.	BY	DATE	R.I. STANDARD
1	M.P.	3/7/2005	26.3.0

June 15, 1998

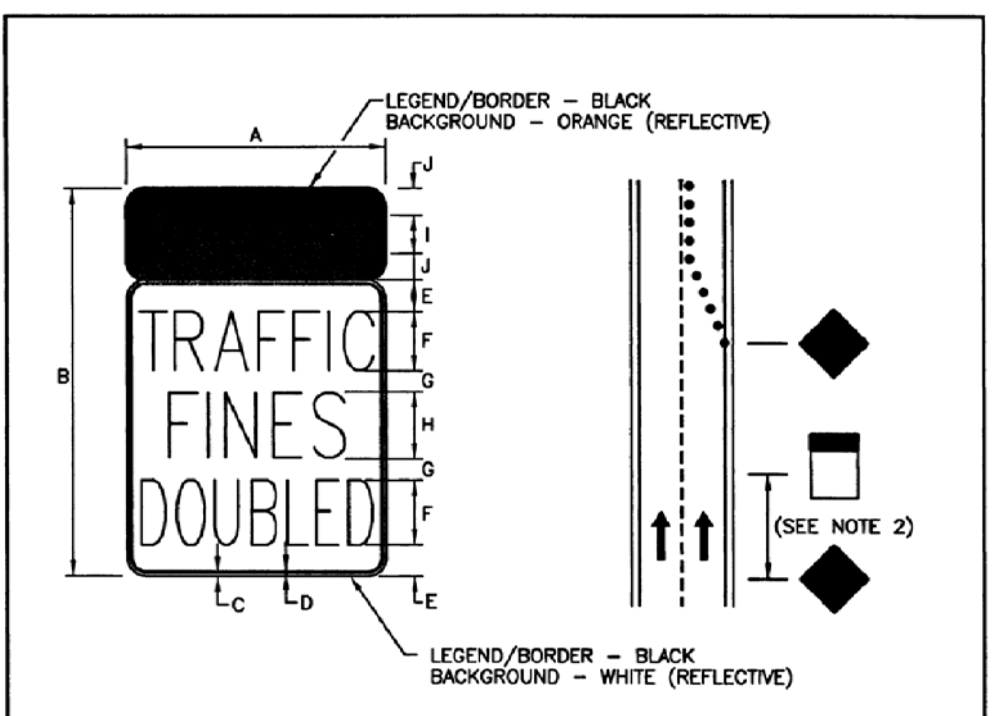


RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PLASTIC PIPE TYPE III BARRICADE

NO.	BY	DATE	R.I. STANDARD
1	M.P.	3/7/2005	26.3.1

June 15, 1998



SIGN	DIMENSIONS (INCHES)									
	A	B	C	D	E	F	G	H	I	J
STANDARD	24	36	3/8	5/8	3 1/2	6B	2 1/2	6C	4C	2
RURAL	36	54	5/8	7/8	5	8B	4	8C	6C	3
EXPRESSWAY	48	72	3/4	1 1/4	7	10B	5	10C	8C	5

NOTES:
 1. SHALL BE IN ACCORDANCE WITH SECTION T.15 OF THE R.I. STANDARD SPECIFICATIONS.
 2. STANDARD: > 50'-0" < 200'-0"
 RURAL: > 200'-0" < 400'-0"
 EXPRESSWAY: > 400'-0" < 800'-0"
 3. WHEN INSTALLING ON JERSEY BARRIERS LESS THAN 48" WIDE, A 36"x54" SIGN DIMENSION MAY BE USED.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

TRAFFIC FINES IN WORK ZONE REGULATORY SIGN

NO.	BY	DATE	R.I. STANDARD
1	M.P.	05/05	27.1.1

June 15, 1998

CROSSMAN ENGINEERING
 Rhode Island Massachusetts
 151 Centerville Road 103 Commonwealth Avenue
 Warwick, RI 02886 North Attleboro, MA 02763
 Phone: (401) 738-5660 Phone: (508) 695-1700
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KEY PLAN

PROJECT TITLE:
PROPOSED CROSSWALK IMPROVEMENTS
 CONNIMCUT VILLAGE BUSINESS DISTRICT
 WEST SHORE ROAD (ROUTE 117)
 WARWICK, RHODE ISLAND

PREPARED FOR:

CITY OF WARWICK
 3275 POST ROAD
 WARWICK, RI 02886

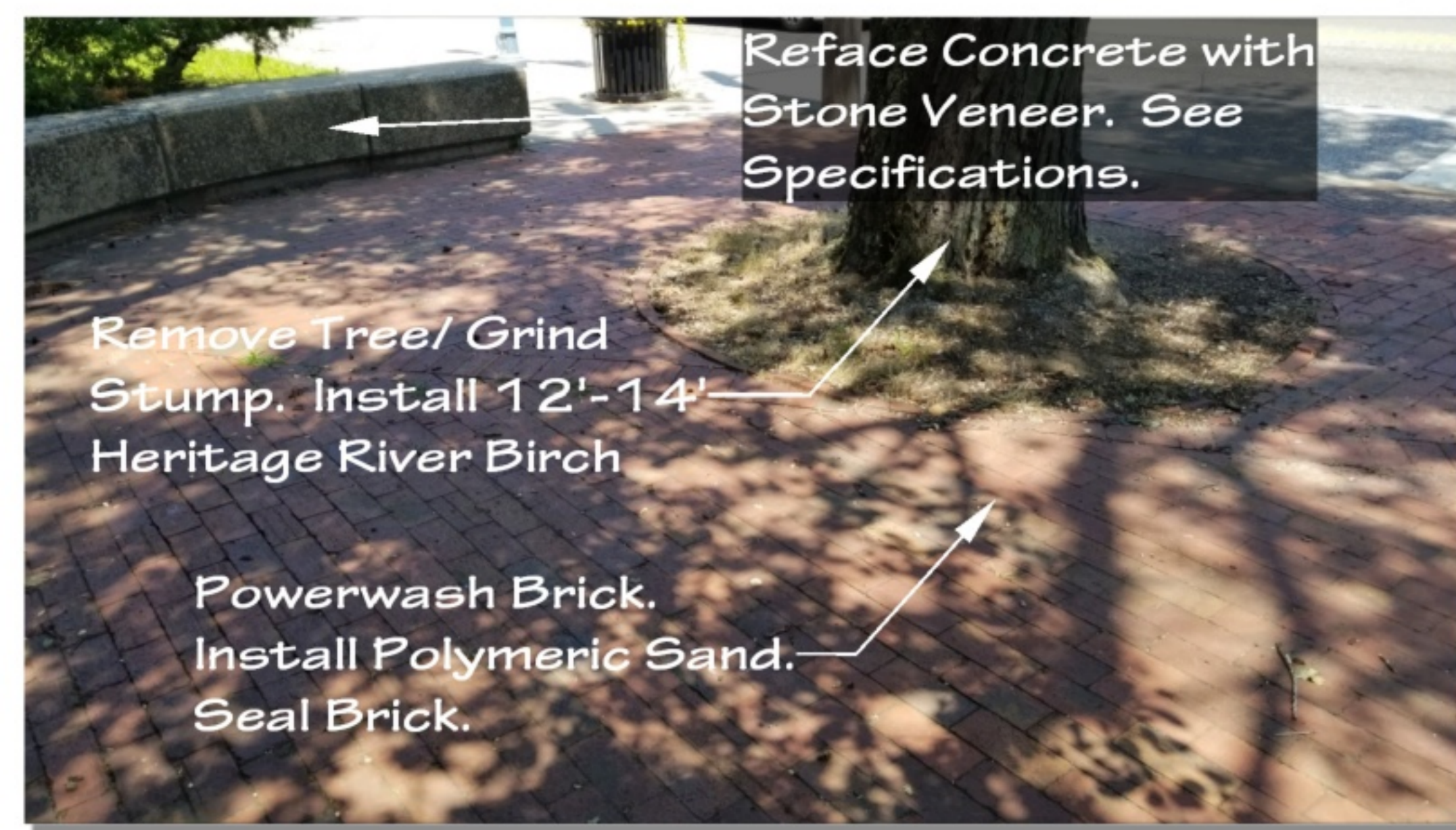
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MISCELLANEOUS DETAIL PLAN No. 2

DATE: JUNE 2019 SCALE: AS SHOWN
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REVISIONS

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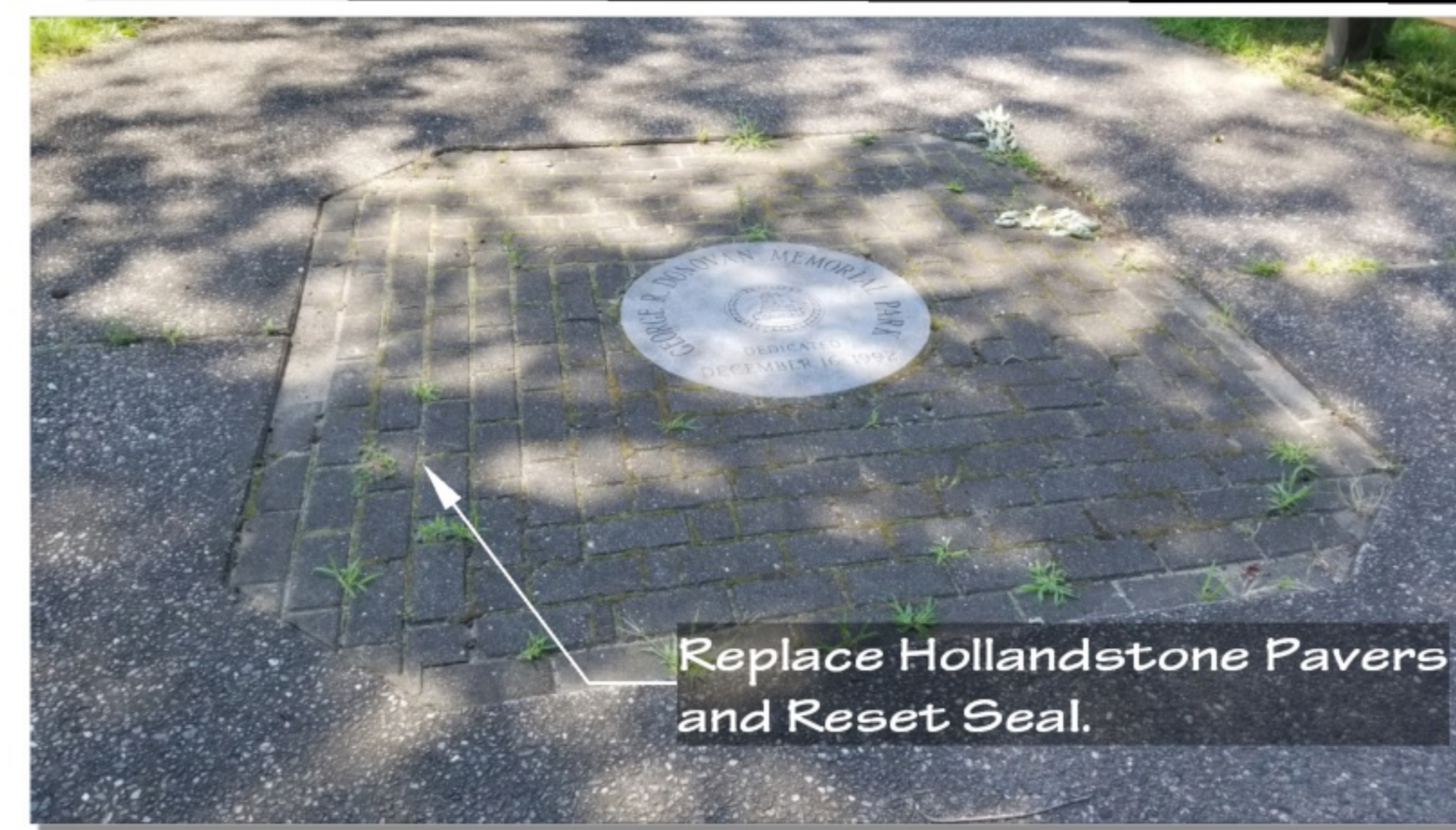
DRAWING NUMBER
C4
 SHEET: 5 OF 5



A Corner of Beach Avenue/ West Shore Road - Remove existing tree and grind stump. Remove all wood chips and organic matter. Install loam and new 12'-14' tall heritage River Birch. Powerwash all brick areas. Once dry install grey Alliance Super Sand polymeric sand or approved equal. Seal brick with Techniseal ProSeries Waterproofing Sealant for Brick and Concrete (WR7) or approved equal. Apply according to manufacturer recommendations.



E Donovan Park - West Shore Rd. entry. Remove and dispose of two (2) existing benches and footings. Install 10' W X 3' L X 4" thick concrete pad. Install surface mount Dumor #58 black steel bench or approved equal.



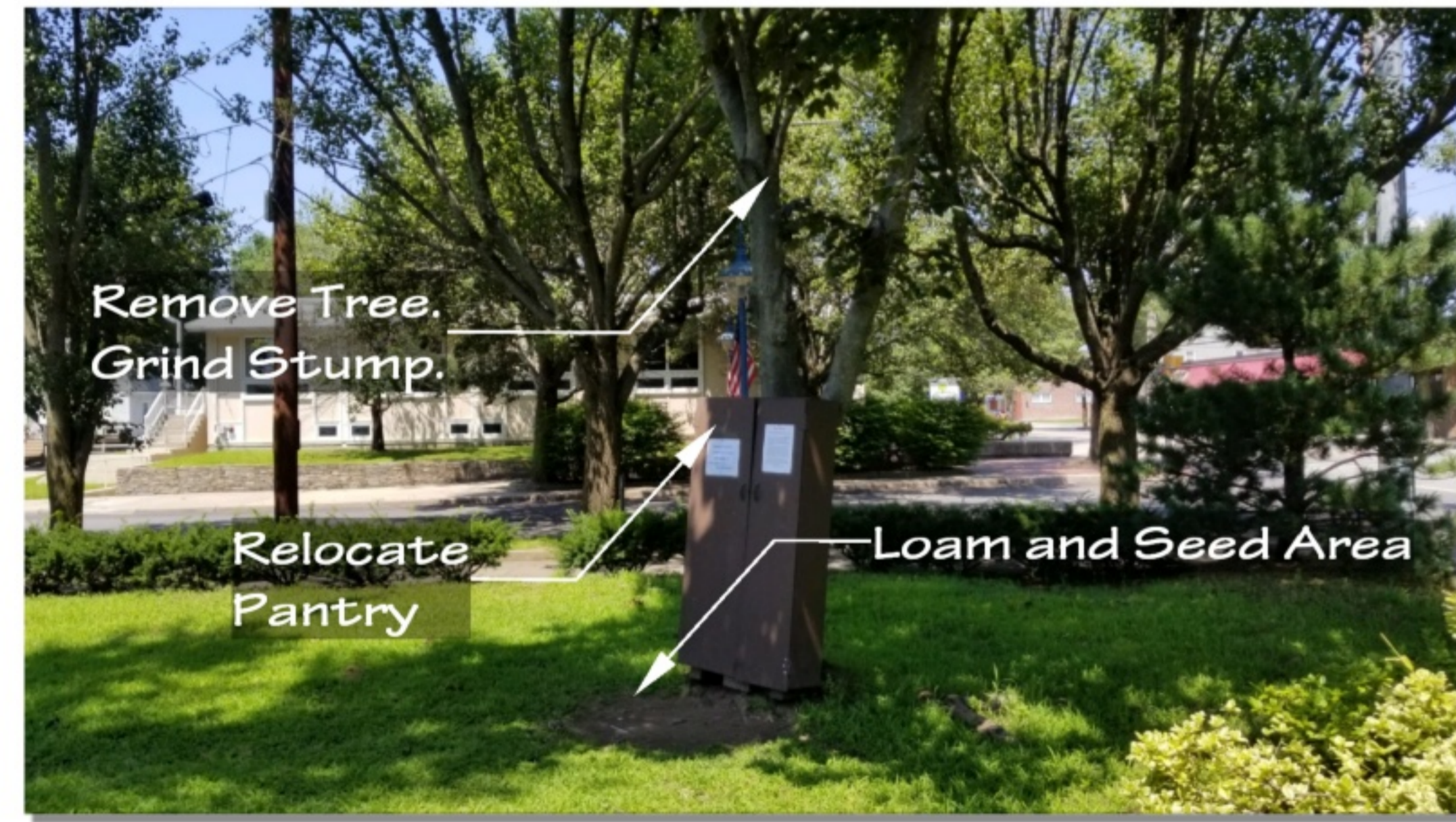
F Donovan Park - Remove existing concrete pavers and seal. Reset existing granite seal. Install new 4"X8" brick pavers to match bricks on West Shore Road. Infill with gray polymeric sand. Seal brick with Techniseal ProSeries Waterproofing Sealant for Brick and Concrete (WR7) or approved equal. Apply according to manufacturer recommendations.



G Donovan Park - Remove and dispose of approximately 100' of existing wood fencing. Install 15 CY loam in linear 5'W X 50'L X 1.5'H berm bed and install fifteen (15) 6'-8" Emerald Arborvitae shrubs in center of berm. Install a 3" thick layer of dark pine bark mulch over entire bed area.



B Park entry at corner of Beach Avenue/ West Shore Road - Remove two (2) existing pine trees and two (2) existing benches along existing pathway including footings. Install one (1) 8' Dumor #58 black steel bench or approved equal.



C Donovan Park - Relocate food pantry to Area G. Attach pantry to 2 - 4"X4" X12' pressure treated posts painted brown to match cabinet. Remove existing Maple tree, grind stump below existing grade. Install 10 CY of 3/4" screened loam over entire area to level, seed, and fertilize.



D Donovan Park - Beach Avenue entry. Remove existing green Barberry (maintain red Barberry). Remove Dogwood and Euonymus vines. Cut new bed and install mulch and plantings per plan. Install Dumor black trash receptacle #102 or approved equal per manufacturer recommendations.



H Donovan Park - Powerwash all exposed aggregate concrete surface to remove dirt and stains. Once dry, seal concrete with Techniseal ProSeries Waterproofing Sealant for Brick and Concrete (WR7) or approved equal. Apply according to manufacturer recommendations.



I Corner of Beach/ West Shore - Powerwash plaza area. Once dry install grey Alliance Super Sand polymeric sand or approved equal. Fill joints to flush with existing brick pavers in accordance with manufacturer installation instructions. Once dry, seal brick with Techniseal ProSeries Waterproofing Sealant for Brick and Concrete (WR7) or approved equal. Apply according to manufacturer recommendations.



J Beach Ave./ West Shore Intersection - Paint existing crosswalks with solid brick red paint color. Contractor is responsible for all traffic control during painting operations. Refer to Exhibit A - Plans for Proposed Crosswalk Improvements, Conimicut Village Business District.

EXHIBIT B
DONOVAN PARK AND VILLAGE IMPROVEMENT PLAN
CONIMICUT VILLAGE, WARWICK, RI
AUGUST 2019

APPENDIX B – FEDERAL INSTRUCTIONS AND RELATED FORMS

City of Warwick
Office of Housing & Community Development

Forms To Be Included in the Contractor's Bid Submittal

The following documents need to be completed and submitted with original bid:

- Certification Regarding Debarment and Suspension (2 pages)
- Equal Opportunity Certification (2 pages)
- Anti-Lobbying Certification (1 page)
- Contractor Compliance Form Section 3 (7 pages)
- Section 3 Plan Certification (1 page)
- Certification of Bidder Regarding Section 3 and Segregated Facilities (1 page)
- City of Warwick Community Development Program Affirmative action Plan for Utilizing Local Businesses (2 pages)
- Minority Contractor Participation (1 page)
- Civil Rights, Employment and Contracting Opportunities and Other Federal Requirements (3 pages)
- Certification of Bidder – Federal Labor Standards Provisions – Davis Bacon Act and “Related Acts” (1 page)

In addition, once awarded, all subcontractors will be required to complete the above forms and comply with the regulations referenced in the contract provisions.

****NOTE****

All the above forms are also contained in the Federal Construction Contract Provisions of the Bid Package. The forms have been appended to the bid submittal for ease of reference.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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

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

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

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

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, 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 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, 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 orders as HUD 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 vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Contractor Compliance Form

Section 3

THIS FORM MUST BE COMPLETED BY ALL GENERAL CONTRACTORS AND SUBCONTRACTORS PROVIDING BIDS

Property Owner's Name

Property Owner's Address

SECTION I. CONTRACTOR INFORMATION

Name

Address

Type of Business

RI Registration No.

SECTION 3 BUSINESS

YES No

WOMEN BUSINESS ENTERPRISE (WBE)

YES No

MINORITY BUSINESS ENTERPRISE (MBE)

YES No

Bidding as a:

General Contractor
 Sub-Contractor, indicate General Contractor name

Current number of employees

Current number of women employees

Current number of minority employees

If minority employees enter racial/ethnic code from below:

Code

 1 2 3 4 5 6

Number:

RACIAL/ETHNIC CODES

- 1. White 2. Black/African American 3. American Indian/Alaskan Native
- 4. Asian 5. Native Hawaiian/Pacific Islander 6. Hispanic/Latino

Total Dollar amount of Bid \$

(if exceeds \$100,000, complete Section II)

SECTION II. New Hires when Bid exceeds \$100,000 (must comply with Section 3 requirements)

	Number of New Hires	Number of new hires that are Section 3 Residents
Number of employees to be hired for this contract	<input type="text"/>	<input type="text"/>
Number of professionals to be hired for this contract	<input type="text"/>	<input type="text"/>
List Professional trade hired	<input type="text"/>	<input type="text"/>
Number of technicians to be hired for this contract	<input type="text"/>	<input type="text"/>
List Technician trade hired	<input type="text"/>	<input type="text"/>
Number of Office/Clerical to be hired for this contract	<input type="text"/>	<input type="text"/>
Number of Construction by trade to be hired for this contract	<input type="text"/>	<input type="text"/>
List below each type of trade for which there were new hires. Add Trades as necessary		
Plumber	<input type="text"/>	<input type="text"/>
Electrician	<input type="text"/>	<input type="text"/>
Carpenter	<input type="text"/>	<input type="text"/>
Masonry	<input type="text"/>	<input type="text"/>
Laborers	<input type="text"/>	<input type="text"/>
Other (specify) _____	<input type="text"/>	<input type="text"/>
Total number of Section 3 trainees to be hired	<input type="text"/>	<input type="text"/>
Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired	<input type="text"/>	<input type="text"/>

1. Construction Contracts

- A. Total dollar amount of all contracts awarded on the project \$
- B. Total dollar amount of contracts awarded to Section 3 businesses \$
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses \$
- D. Total number of Section 3 businesses receiving contracts \$

2. Non-Construction Contracts

- A. Total dollar amount of all contracts awarded on the project \$
- B. Total dollar amount of contracts awarded to Section 3 businesses \$
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses \$
- D. Total number of Section 3 businesses receiving contracts \$

SECTION III. SUMMARY

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check **ALL** that apply)

Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or Nonmetropolitan County) in which the Section 3 covered program or project is located or similar methods.

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Other; describe below

I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

This shall be accomplished substantially by the following actions: **Nondiscrimination in RECRUITING, HIRING, TRAINING, PROMOTING, SUBCONTRACTING, DEMOTION, LAYOFF, and/or TERMINATION.**

General Contractor/Subcontractor Signature

Date

Contractor/Subcontractor Section 3 Compliance Plan

- A. The undersigned Contractor/Subcontractor for the _____ project hereby agrees to implement at least the following steps directed at increasing the utilization of Section 3 residents and Section 3 business in accordance with 24 CFR Subpart A Part 135.1 to attempt to recruit from within the project area Section 3 residents through; local advertising media, signs placed at the proposed site for the project and community organizations and public or private institutions operating within or serving the project area.
- B. To seek the assistance, where necessary, in implementing a Section 3 compliance plan.
- C. To maintain a list of all Section 3 area residents who have made application for employment either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To maintain and provide the information requested on the Section 3 Summary Report (HUD 60002) related to employment and training records of Section 3 residents.
- E. To include this Section 3 compliance in all bid documents and to require all bidders to submit a Section 3 compliance plan including utilization goals and the specific steps planned to accomplish these goals.
- F. In the case of a general contractor, to insure that all Section 3 business concerns within the project area are notified of pending sub-contractual opportunities.
- G. To require all subcontractors to complete the Contractor Compliance Form before awarding any contracts.
- H. To maintain records, including copies of correspondence, memoranda, etc., which documents all steps taken to recruit Section 3 residents and Section 3 subcontractors from within the project area.
- I. To provide the information requested on Contract Compliance Activity Report related to contractors and subcontractors Notified and selected and the number of women and minority employees, the number of vacant positions and the Positions filled with lower income project area residents.

As officers and representatives of _____
Name of Contractor/Subcontractor

We the undersigned, have read and fully agree to this Section 3 Compliance Plan, and become a party to the full implementation of this program.

Print Name:	Title	Date

Print Name	Title	Date

Section 3 Clause

All Section 3 covered contracts shall include the following Section 3 clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD Assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low – and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice of advising the labor organization or worker’s representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract Or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Print Name:

Title

Date

Print Name

Title

Date

Section 3, Women, Minority Business Concern Questionnaire

Business Name

Business Contact Person

Address

Phone Number

1. Is your business a Section 3 Business Concern? Yes No
2. Is your business a Women-Owned business concern? Yes No
2. (a) Please list any self-certifications, agency certifications, and/or program certifications your Business holds: _____
3. Is your business a Disadvantaged/Minority-owned business concern? Yes No

What is a Section 3 business concern? (Adapted from <http://www.hud.gov/offices/fheo/section3/Section3.pdf>)

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provide evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or More of the dollar amount of the awarded contract.

Who are Section 3 residents?

(HUD Income Limits available online <http://hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/index.cfm>)

Section 3 residents are:

- Public housing residents or,
- Persons who live in the area where a HUD-assisted project is located and who have a household Income that falls below HUD's income limits

Determining Income Levels

- Low income is defined as 80% or below the median income of that area
- Very low income is defined as 50% or below the median income of that area

How is a "woman-owned small business" defined? (Adapted from <http://www.vwbc.org/documents/wobCERT.pdf>)

The Federal Acquisition Regulations (FAR) defines a "woman-owned small business concern" in Part 19.001 Definitions, as follows: "Woman-owned small business concern means a small business concern –(a) which is at least 51 percent owned by one or more women; or, in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily business operations are controlled by one or more women."

How is a "minority-owned business" defined?

Although definitions vary, in general a minority-owned business is a for-profit enterprise, physically located in the United States or its trust territories, which is owned, operated, and controlled by minority group member(s). "Minority group members" most often identified are US Citizens who are Asian, African-American, Hispanic, and Native American (for a complete listing, see <http://www.sba.gov/library/cfrs/13cfr124.html>). Ownership by minority individuals means the business is at least 51 percent owned by such individuals, or, in case of a publicly-owned business, at least 51 percent of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.

Certification – The information above is true and complete to the best of my knowledge and belief.

Signature

Date

Section 3 Plan Certification

_____ agrees to implement the following specific affirmative action
(Name of Contractor)
directed at increasing the utilization of lowest income residents and businesses within the City of
Warwick.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and were advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City of Warwick the necessary number of lower income residents through; Local advertising media, sign placed at the proposed site for the project, and community organizations and public private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on a referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders and subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure the subcontracts which are typically let on a negotiated rather than bid basis in area other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 Plan.

As officers and representatives of _____ we, the undersigned,
have read and _____
(Name of Contractor)
fully agree to this Affirmative Action Plan, and become party to the full implementation of this
program.

Signature

Title

Date

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED
FACILITIES**

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
3. No segregated facilities will be maintained.

Name & Title of Signer (Print or Type):

Signature Date

City of Warwick
Community Development Program

Affirmative Action Plan
for
Utilizing Local Businesses

This plan sets forth the procedures by which the City of Warwick will assure that to the greatest extent feasible contracts for work in connection with the City's Community Development Program will be awarded to business concerns which are located in or owned in substantial part by persons residing in the City of Warwick. These procedures are set forth in compliance with the rules and regulations in Part 135 of Title 24 of the Code of Federal Regulations entitled "Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects" published on August 3, 1973. It is the intent of this plan that the City and its contractors follow these procedures in awarding any work financed under the City's Community Development Program.

1. At the beginning of each Community Development Program Year the City will prepare and make available to the public a list of contracts expected to be awarded and a description of the professional category or classification of each type of service or supplies to be provided in order to carry out the Community Development Program.

2. The City will prepare a list of businesses known to be located within the City which appear to be eligible to provide the services, supplies or construction work in order to determine the availability of local businesses for each contract listed in compliance with No. 1 above.

3. The City and its contractors shall, where feasible, award all contracts to local businesses. Reasons for awarding contracts to other firms shall be documented. Sufficient reason for awarding contracts to firms outside the City shall include non-competitive bids or the unavailability of local firms or individuals who can provide the services or supplies required.

4. The City and its contractors shall comply with the following procedures in order to assure that local businesses are afforded the opportunity to contract with the City or other contractors under the Community Development Program:

(a) The Community Development Program's Affirmative Action Plan for Utilizing Local Businesses shall be inserted into all bid documents for work funded under the Community Development Program.

(b) Local businesses for the purpose of complying with these procedures shall be those located within the entire City of Warwick or owned in substantial part by residents of Warwick.

(c) All contractors and subcontractors shall certify their intent to comply with the objectives and procedures of this plan prior to signing a contract with the City. All contracts and subcontracts will be awarded in compliance with this plan and must be approved by the City of Warwick in writing.

(d) Opportunities or contracts under the Community Development Program shall be advertised in the metropolitan and local newspapers. A notice of the pending contract shall be posted on the site, where applicable, or in the City Hall. Notification of pending contractual opportunities shall be sent to the City's Purchasing Agent.

(e) All contracts for more than \$1,000 shall be awarded on the basis of competitive bids in conformance with City and Federal procedures.

(f) All bids or proposals must be accompanied by a list of all positions for employment or training by occupational category and a list of all subcontracts necessary to fulfill the contract. In addition, each bidder shall submit with the bid, a certification adopting this plan for utilizing local businesses.

I, _____, certify that I have
(Contractor)

read and understand the Community Development Program's Affirmative Action Plan for Utilizing Local Businesses and further certify that all work let out under this contract shall be in conformance with its objectives and procedures. I understand that I am certifying that to the greatest extent feasible all sub-contracts or other work let out under this contract will be awarded to businesses located in Warwick or businesses which are owned in substantial part by residents of Warwick.

Witness: _____ By: _____
(Contractor)

Title: _____

Business Address: _____

Date: _____

MINORITY CONTRACTOR PARTICIPATION

Name of Prime Bidder

Indicate whether or not you will be subcontracting a portion of this contract to a minority business ___ Yes ___ No

If yes, list the names of minority subcontractors who will be performing work for you.

Type of Work (Electrical, Paving, etc.) and Name of Contract items

Minority Contractor	Address	Parts thereof to be performed	Agreed Price

NOTE: Minority person means an individual who is Black, Hispanic, Asian American, American Indian, Alaskan Native or a woman regardless of race or ethnicity.

Minority contractor means a contractor which is:

1) an individual, who is a Minority Person, 2) a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are held by minority persons, or 3) a corporation or other entity controlled by Minority Persons in which at least 51 percent of voting interest and beneficial ownership interests are held by Minority Persons.

Civil Rights, Employment and Contracting Opportunities, and Other Federal Requirements

Americans with Disabilities Act of 1990 (ADA): This Act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

Architectural Barriers Act of 1968 (ABA) - (42 U.S.C. 4151-4157): This Act requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

Disadvantaged Business Enterprises (DBE): It is the policy of HUD to encourage the award of prime contracts valued at \$100,000 or more to small disadvantaged business (SDB) concerns (other than certified 8(a) firms) that are at least 51 percent owned and controlled by socially and economically disadvantaged individuals.

Fair Labor Standards Act (FLSA) [as amended] - 29 U.S.C. 201 et seq.: The U.S. Department of Labor (DOL) administers and enforces the minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments.

Immigration Reform and Control Act (IRCA) of 1986: Employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

Minority and Women-Owned Business Enterprises (MBE/WBE) - 24CFR Part 85.36 (e) (1): It is the policy of HUD to actively encourage contractors to take all necessary affirmative steps to assure that small and minority firms, Women’s business enterprise and labor surplus area firms as used as subcontractors when possible. A minority or women-owned small business concern is defined as owned by at least 51 percent minority group members or women.

Section 109 of Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et. seq., particularly 42 U.S.C. 6101 et. seq., and 29 U.S.C. 794): This section provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the

basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title I of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended (implemented at 24 CFR Part 135): It is unlawful to discriminate based on disability in federally assisted programs. This section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotions, transfer, demotions, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This Act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

Violation or Breach of Contract: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and for Convenience: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement: If the agreement with the contractor is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontract of any type entered into for such purpose, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

HUD Lead-Based Paint Regulations, 24 CFR Part 35

Flood Disaster Protection Act of 1973 (P.L. 93-243)

Nondiscrimination under Title VI of the Civil Rights Act of 1964 (as Amended)

Acknowledgment of Bidding Firm to comply with the above referenced Federal Regulations where applicable:

Print Name: (Contractor)

Date

CERTIFICATION OF BIDDER

FEDERAL LABOR STANDARDS PROVISIONS- DAVIS BACON ACT AND “RELATED ACTS”

This certification is required to insure that the Bidder understands that the Project or Program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the form HUD-4010, “Federal Labor Standards Provisions” are included in any such contract, pursuant to the provisions applicable to such Federal assistance.

The Bidder certifies receipt of form HUD-4010, “Federal Labor Standards Provisions”, must be included and attached to each and every construction bid document and/or construction contract greater than \$2,000, that is subject to the Davis-Bacon Act and “Related Acts.”

Wage Determination – The Wage Determination applicable to this project is:

Determination Number:

Modification Number:

Date:

A hard copy of this Determination must be included within these bid specifications.

Wage Determination Posting – Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily accessible place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determinations and the required labor standards provisions summarized by form HUD-4010, “**Federal Labor Standards Provisions.**”

Weekly Certified Payrolls – It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>). **It is the responsibility of the undersigned (prime contractor) to review payrolls submitted by subcontractors to ensure that there are no discrepancies or underpayments.**

CERTIFICATION BY BIDDER

Name and Address of Bidder (Include ZIP Code):

Name and Title of Signer (Please print or type below:)

Signature

Date

**Federal
Construction
Contract
Provisions**

Community Development Block Grant
Program

City of Warwick
Office of Housing & Community
Development

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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

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

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

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

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, 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 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, 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 orders as HUD 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 vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Title 37: Patents, Trademarks, and Copyrights

PART 401—RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS
UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS

§401.14 Standard patent rights clauses.

(a) The following is the standard patent rights clause to be used as specified in §401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the

invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such

other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The *contractor* will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (*cite section of agency implementing regulations or FAR*).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause.

As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the

capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

(Complete According to Instructions at 401.5(b))

(b) When the Department of Energy (DOE) determines to use alternative provisions under §401.3(a)(4), the standard clause at §401.14(a), of this section, shall be used with the following modifications unless a substitute clause is drafted by DOE:

(1) The title of the clause shall be changed to read as follows: *Patent Rights to Nonprofit DOE Facility Operators*

(2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:

(B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the *Department of Energy*.

(C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the *Department of Energy*. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).

(3) Paragraph (k)(3) of the clause will be modified as prescribed at §401.5(g).

(c) As prescribed in §401.3, replace (b) of the basic clause with the following paragraphs (1) and (2):

(b) Allocation of principal rights. (1) The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause, including (2) below, and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) If the Contractor performs services at a Government owned and operated laboratory or at a Government owned and contractor operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the Contractor to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the Contractor makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the Contractor undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the Contractor agrees to grant

the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

[52 FR 8554, Mar. 18, 1987, as amended at 69 FR 17301, Apr. 2, 2004]

Clean Water Requirements

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to OHCD/HUD and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the State.

CLEAN AIR

42 U.S.C. 7401 *et seq*

40 CFR 15.61

49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to OHCD/HUD and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by OHCD/HUD.

Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Procurement of Recovered Materials

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Source: form HUD-5370-C

EXCERPT FROM TITLE 24-HOUSING AND URBAN DEVELOPMENT
PART 135-EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME
PERSONS IN CONNECTION WITH ASSISTED PROJECTS

(m) "Section 3 covered project" means any nonexempt project assisted by any program administered by the Secretary in which loans, grants, subsidies, or other financial assistance are provided in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development (except where the financial assistance available under such program is solely in the form of insurance or guaranty). Projects, contracts, and subcontracts, connected with programs administered by the Secretary under section 235 and 236 of the National Housing Act as well as any Public Housing program and which do not exceed \$500,000 in estimated cost are exempted from the requirements of this part, as is any subcontract of \$50,000 or under on such projects or contracts in excess of \$500,000.

Section 135.20 Assurance of compliance with regulations.

(a) Every contract or agreement for a grant, loan, subsidy, or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development, entered into by the Department of Housing and Urban Development with respect to a section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued there under prior to approval of its application for assistance for a section 3 covered project.

(b) Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. 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 and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, 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.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of section 3, the regulations and all applicable rules and orders of the Department issued there under 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.

Subpart C-Utilization of Lower Income Area Residents as Employees.

Section 135.55 General.

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a section 3 covered project shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

(a) Identifying the number of positions in the various occupational categories including skilled, semiskilled and unskilled labor, needed to perform each phase of the section 3 covered project;

(b) Identifying, of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;

(c) Identifying, of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are not currently occupied by regular, permanent employees;

(d) Establishing, of the positions identified in paragraph (a) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the section 3 covered project area; and

(e) Making a good faith effort to fill all of the positions identified in paragraph (d) of this section with lower income project area residents.

Section 135.60 Good faith effort.

(a) Each applicant, recipient, contractor, or subcontractor seeking to establish that a good faith effort as required by paragraph (e) of section 135.55 has been made to fill all employment positions identified in paragraph (d) of Section 135.55 with lower income project area residents shall, as a minimum, set forth evidence acceptable to the Secretary that it has:

(1) Ascertained from the Department's Regional Administrator, Area Office Director, or FHA Insuring Office Director having jurisdiction over the section 3 covered project the boundaries of the section 3 covered project area; and

(2) Attempted to recruit from the appropriate areas the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Project Area Committees (PAC) in urban renewal areas, Model Cities citizen advisory boards, Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, or the U.S. Employment Service.

(b) Any applicant, recipient, contractor or subcontractor which fills vacant Section 135.55 (d) employment positions in its organization immediately prior to undertaking work pursuant to a section 3 covered contract shall set forth evidence acceptable to the Secretary that its actions were not an attempt to circumvent these regulations.

(c) When lower income resident workers apply, either on their own initiative or on referral from any source, the recipient, contractor, or subcontractor shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor has openings. If the recipient, contractor, or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.

Subpart D-Utilization of Business Located in or Owned in Substantial Part by Persons Residing in the Area.

Section 135.65 General.

Each applicant, recipient, contractor or subcontractor undertaking work on a section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within the section 3 covered project area or business concerns owned in substantial part by persons residing in the section 3 covered area. The Department, in consultation with the Small Business Administration will establish for the section 3 covered project area a registry of business concerns which meet the definition contained in section 135.5 (b) and (c). Each applicant,

recipient, contractor, or subcontractor undertaking work in connection with a section 3 covered project shall fulfill his obligations to utilize business concerns located within or owned in substantial part by persons residing in the section 3 covered project area by developing and implementing an affirmative action plan.

SECTION 3 REQUIREMENTS

1. Policy

The Department of Housing and Urban Development (HUD) requires that any contract let under the Community Development Block Grant Program be in accordance with the regulations of 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u. These regulations state that preference must be given in employment and training opportunities and in contracts to be let to lower-income project area residents and eligible Section 3 businesses, respectively.

2. Section 3 Business

An "eligible Section 3 business" means any business concern which meets one of the following standards:

(a) The business is located in the project area and qualifies as a small business using SBA standards.

(b) The business is located outside the project area and qualifies as small using SBA standards. In addition, at least 51 percent of the business is owned by persons who reside in the project area and who qualify under SBA standards as socially or economically disadvantaged.

SBA standards for qualification as a small business are as follows:

(a) Wholesale - annual receipts no more than \$5 million to \$15 million depending on the industry.

(b) Retail or Service - annual receipts no more than \$1 million to \$5 million depending on industry.

(c) Construction - annual receipts not more than \$5 million averaged over the last 3 years.

(d) 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.

Qualifications as an "economically or socially disadvantaged Person" may be achieved by meeting any one of the following SBA standards:

(a) Member of a minority group which has been deprived of access to normal economic financial resources.

(b) An identifiable physically handicapped person, where the handicap severely limits that person's ability to obtain financial assistance to enter or to improve a business.

(c) 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.

(d) Any honorable discharged Vietnam-era veteran (since August 5, 1964).

3. Bidding Procedure

All successful bidders must submit prior to contract award their Section 3 plan. This plan will contain a preliminary Statement of Workforce Needs (attachment A1, 2) outlining goal for utilization of lower-income project area residents, and an Affirmative Action Plan (Attachment B) for Section 3 Businesses outlining goals for award of subcontracts to eligible Section 3 businesses. This plan will be evaluated for its consistency with the overall goals of the municipality, and whether the affirmative action proposed by the contractor will achieve the goal. Failure to submit an acceptable Section 3 Plan shall result in bid rejection.

§ 135.38 Section 3 Clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Instructions

The Contractor shall submit a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known with the bid (Contractor Compliance Form). As evidence of compliance with the regulations in 24 CFR 135, the contractor shall provide the City with the following information prior to the awarding of the contract:

1. A list of all positions required for the completion of the contract.
2. A list of all positions which are presently vacant or which will be new positions which will become available under the Contract.
3. A list of the maximum number of training positions which may be utilized under the program.
4. A list of training positions which are currently vacant or which are new positions to become available under the Contract.
5. Goals for filling available positions for employment and training with lower income Warwick residents and the methods to be used to recruit lower income Warwick residents pursuant to the regulations in 24 CFR 135, Subparts B and C.
6. A list of all subcontracts and/or work to be let out in connection with the project including the type of businesses to be used and the dollar value of all work or contracts.
7. A goal and affirmative action plan for utilizing Warwick businesses pursuant to the regulations in 24 CFR 135, Subpart D.

8. Compliance Reports

The contractor and all subcontractors shall be monitored through compliance reports submitted monthly to the Chief Executive Officer of the municipality, or to his designee: **William R. Facente**. Failure to make a good faith effort to implement this Section 3 Plan shall result in termination for cause of the contract.

9. Certification as a Lower-Income Person

As you will note from the example Section 3 Plan, you are required to maintain a list of qualified lower-income persons who apply for work with your business as a result of award of this contract. It is your responsibility to determine if such an applicant for employment does in fact qualify as a lower-income person residing in the project area. This requirement can be satisfied by using an application and certification form which will be provided to the applicant when he/she applies.

Contractor Compliance Form

Section 3

THIS FORM MUST BE COMPLETED BY ALL GENERAL CONTRACTORS AND SUBCONTRACTORS PROVIDING BIDS

Property Owner's Name

Property Owner's Address

SECTION I. CONTRACTOR INFORMATION

Name

Address

Type of Business

RI Registration No.

SECTION 3 BUSINESS

YES No

WOMEN BUSINESS ENTERPRISE (WBE)

YES No

MINORITY BUSINESS ENTERPRISE (MBE)

YES No

Bidding as a:

General Contractor

Sub-Contractor, indicate General Contractor name

Current number of employees

Current number of women employees

Current number of minority employees

If minority employees enter racial/ethnic code from below:

Code

1

2

3

4

5

6

Number:

RACIAL/ETHNIC CODES

1. White

2. Black/African American

3. American Indian/Alaskan Native

4. Asian

5. Native Hawaiian/Pacific Islander

6. Hispanic/Latino

Total Dollar amount of Bid \$

(if exceeds \$100,000, complete Section II)

SECTION II. New Hires when Bid exceeds \$100,000 (must comply with Section 3 requirements)

	Number of New Hires	Number of new hires that are Section 3 Residents
Number of employees to be hired for this contract	<input type="text"/>	<input type="text"/>
Number of professionals to be hired for this contract	<input type="text"/>	<input type="text"/>
List Professional trade hired	<input type="text"/>	<input type="text"/>
Number of technicians to be hired for this contract	<input type="text"/>	<input type="text"/>
List Technician trade hired	<input type="text"/>	<input type="text"/>
Number of Office/Clerical to be hired for this contract	<input type="text"/>	<input type="text"/>
Number of Construction by trade to be hired for this contract	<input type="text"/>	<input type="text"/>
List below each type of trade for which there were new hires. Add Trades as necessary		
Plumber	<input type="text"/>	<input type="text"/>
Electrician	<input type="text"/>	<input type="text"/>
Carpenter	<input type="text"/>	<input type="text"/>
Masonry	<input type="text"/>	<input type="text"/>
Laborers	<input type="text"/>	<input type="text"/>
Other (specify) <input type="text"/>	<input type="text"/>	<input type="text"/>
Total number of Section 3 trainees to be hired	<input type="text"/>	<input type="text"/>
Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired	<input type="text"/>	<input type="text"/>

1. Construction Contracts

- A. Total dollar amount of all contracts awarded on the project
- B. Total dollar amount of contracts awarded to Section 3 businesses
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses
- D. Total number of Section 3 businesses receiving contracts

2. Non-Construction Contracts

- A. Total dollar amount of all contracts awarded on the project
- B. Total dollar amount of contracts awarded to Section 3 businesses
- C. Percentage of the total dollar amount that was awarded to Section 3 businesses
- D. Total number of Section 3 businesses receiving contracts

SECTION III. SUMMARY

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check **ALL** that apply)

Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or Nonmetropolitan County) in which the Section 3 covered program or project is located or similar methods.

Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Other; describe below

I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

This shall be accomplished substantially by the following actions: **Nondiscrimination in RECRUITING, HIRING, TRAINING, PROMOTING, SUBCONTRACTING, DEMOTION, LAYOFF, and/or TERMINATION.**

General Contractor/Subcontractor Signature

Date

Contractor/Subcontractor Section 3 Compliance Plan

- A. The undersigned Contractor/Subcontractor for the _____ project hereby agrees to implement at least the following steps directed at increasing the utilization of Section 3 residents and Section 3 business in accordance with 24 CFR Subpart A Part 135.1 to attempt to recruit from within the project area Section 3 residents through; local advertising media, signs placed at the proposed site for the project and community organizations and public or private institutions operating within or serving the project area.
- B. To seek the assistance, where necessary, in implementing a Section 3 compliance plan.
- C. To maintain a list of all Section 3 area residents who have made application for employment either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To maintain and provide the information requested on the Section 3 Summary Report (HUD 60002) related to employment and training records of Section 3 residents.
- E. To include this Section 3 compliance in all bid documents and to require all bidders to submit a Section 3 compliance plan including utilization goals and the specific steps planned to accomplish these goals.
- F. In the case of a general contractor, to insure that all Section 3 business concerns within the project area are notified of pending sub-contractual opportunities.
- G. To require all subcontractors to complete the Contractor Compliance Form before awarding any contracts.
- H. To maintain records, including copies of correspondence, memoranda, etc., which documents all steps taken to recruit Section 3 residents and Section 3 subcontractors from within the project area.
- I. To provide the information requested on Contract Compliance Activity Report related to contractors and subcontractors Notified and selected and the number of women and minority employees, the number of vacant positions and the Positions filled with lower income project area residents.

As officers and representatives of _____

Name of Contractor/Subcontractor

We the undersigned, have read and fully agree to this Section 3 Compliance Plan, and become a party to the full implementation of this program.

Print Name:

Title

Date

Print Name

Title

Date

Section 3 Clause

All Section 3 covered contracts shall include the following Section 3 clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD Assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low – and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice of advising the labor organization or worker’s representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract Or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Print Name:

Title

Date

Print Name

Title

Date

Section 3, Women, Minority Business Concern Questionnaire

Business Name

Business Contact Person

Address

Phone Number

1. Is your business a Section 3 Business Concern? Yes No
2. Is your business a Women-Owned business concern? Yes No
2. (a) Please list any self-certifications, agency certifications, and/or program certifications your Business holds: _____
3. Is your business a Disadvantaged/Minority-owned business concern? Yes No

What is a Section 3 business concern? (Adapted from <http://www.hud.gov/offices/fneo/section3/Section3.pdf>)

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provide evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or More of the dollar amount of the awarded contract.

Who are Section 3 residents?

(HUD Income Limits available online <http://hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/index.cfm>)

Section 3 residents are:

- Public housing residents or,
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits

Determining Income Levels

- Low income is defined as 80% or below the median income of that area
- Very low income is defined as 50% or below the median income of that area

How is a "woman-owned small business" defined? (Adapted from <http://www.vwbc.org/documents/wobCERT.pdf>)

The Federal Acquisition Regulations (FAR) defines a "woman-owned small business concern" in Part 19.001 Definitions, as follows: "Woman-owned small business concern means a small business concern –(a) which is at least 51 percent owned by one or more women; or, in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily business operations are controlled by one or more women."

How is a "minority-owned business" defined?

Although definitions vary, in general a minority-owned business is a for-profit enterprise, physically located in the United States or its trust territories, which is owned, operated, and controlled by minority group member(s). "Minority group members" most often identified are US Citizens who are Asian, African-American, Hispanic, and Native American (for a complete listing, see <http://www.sba.gov/library/cfrs/13cfr124.html>). Ownership by minority individuals means the business is at least 51 percent owned by such individuals, or, in case of a publicly-owned business, at least 51 percent of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.

Certification – The information above is true and complete to the best of my knowledge and belief.

Signature

Date

Section 3 Plan Certification

_____ agrees to implement the following specific affirmative action
(Name of Contractor)
directed at increasing the utilization of lowest income residents and businesses within the City of
Warwick.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and were advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City of Warwick the necessary number of lower income residents through; Local advertising media, sign placed at the proposed site for the project, and community organizations and public private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on a referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders and subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure the subcontracts which are typically let on a negotiated rather than bid basis in area other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 Plan.

As officers and representatives of _____ we, the undersigned,
have read and _____
(Name of Contractor)
fully agree to this Affirmative Action Plan, and become party to the full implementation of this
program.

Signature

Title

Date

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED
FACILITIES**

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
3. No segregated facilities will be maintained.

Name & Title of Signer (Print or Type):

Signature Date

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name.

- 1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

- 8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

City of Warwick
Community Development Program

Affirmative Action Plan
for
Utilizing Local Businesses

This plan sets forth the procedures by which the City of Warwick will assure that to the greatest extent feasible contracts for work in connection with the City's Community Development Program will be awarded to business concerns which are located in or owned in substantial part by persons residing in the City of Warwick. These procedures are set forth in compliance with the rules and regulations in Part 135 of Title 24 of the Code of Federal Regulations entitled "Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects" published on August 3, 1973. It is the intent of this plan that the City and its contractors follow these procedures in awarding any work financed under the City's Community Development Program.

1. At the beginning of each Community Development Program Year the City will prepare and make available to the public a list of contracts expected to be awarded and a description of the professional category or classification of each type of service or supplied to be provided in order to carry out the Community Development Program.
2. The City will prepare a list of businesses known to be located within the City which appear to be eligible to provide the services, supplies or construction work in order to determine the availability of local businesses for each contract listed in compliance with No. 1 above.
3. The City and its contractors shall, where feasible, award all contracts to local businesses. Reasons for awarding contracts to other firms shall be documented. Sufficient reason for awarding contracts to firms outside the City shall include non-competitive bids or the unavailability of local firms or individuals who can provide the services or supplies required.
4. The City and its contractors shall comply with the following procedures in order to assure that local businesses are afforded the opportunity to contract with the City or other contractors under the Community Development Program:
 - (a) The Community Development Program's Affirmative Action Plan for Utilizing Local Businesses shall be inserted into all bid documents for work funded under the Community Development Program.
 - (b) Local businesses for the purpose of complying with these procedures shall be those located within the entire City of Warwick or owned in substantial part by residents of Warwick.
 - (c) All contractors and subcontractors shall certify their intent to comply with the objectives and procedures of this plan prior to signing a contract with the City. All contracts and subcontracts will be awarded in compliance with this plan and must be approved by the City of Warwick in writing.

(d) Opportunities or contracts under the Community Development Program shall be advertised in the metropolitan and local newspapers. A notice of the pending contract shall be posted on the site, where applicable, or in the City Hall. Notification of pending contractual opportunities shall be sent to the City's Purchasing Agent.

(e) All contracts for more than \$1,000 shall be awarded on the basis of competitive bids in conformance with City and Federal procedures.

(f) All bids or proposals must be accompanied by a list of all positions for employment or training by occupational category and a list of all subcontracts necessary to fulfill the contract. In addition, each bidder shall submit with the bid, a certification adopting this plan for utilizing local businesses.

I, _____, certify that I have
(Contractor)

read and understand the Community Development Program's Affirmative Action Plan for Utilizing Local Businesses and further certify that all work let out under this contract shall be in conformance with its objectives and procedures. I understand that I am certifying that to the greatest extent feasible all sub-contracts or other work let out under this contract will be awarded to businesses located in Warwick or businesses which are owned in substantial part by residents of Warwick.

Witness: _____

By: _____
(Contractor)

Title: _____

Business Address: _____

Date: _____

Affirmative Action Requirements
for
Rhode Island

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

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

Female: 4-1-78 to 3-31-79 3.1%
 4-1-79 to 3-31-80 5.0%
 4-1-80 to 3-31-81 6.9%

Minorities: ALL TRADES 3.0%

These goals are applicable to all contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any other construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

Female: Nation-wide

Minorities: State-wide

The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

AFFIRMATIVE ACTION STEPS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Step #2.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.

7. Review, at least annually the company's EEO policy and affirmative obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these terms with on-site supervisory personnel such as Superintendents, General foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's and Subcontractors with whom the Contractor does or anticipate doing business.

9. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations.

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

Standard Federal Equal Employment
Opportunity Construction Specifications

(Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted

b. "Director" means director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

c. "Employer Identification Number" means the Federal Social Security number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes: Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race; Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands) and American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portions of the work involving any construction trade it shall physically include in each subcontracts in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. the goals set forth in the solicitation from which

this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunity. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the follows:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual.

If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source complied under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these terms with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, thorough appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female contractors and suppliers including circulation of solicitations to minority and female contractor associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and a participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications shall implement affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-3.

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

MINORITY CONTRACTOR PARTICIPATION

Name of Prime Bidder

Indicate whether or not you will be subcontracting a portion of this contract to a minority business Yes No

If yes, list the names of minority subcontractors who will be performing work for you.

Type of Work (Electrical, Paving, etc.) and Name of Contract items

Minority Contractor	Address	Parts thereof to be performed	Agreed Price

NOTE: Minority person means an individual who is Black, Hispanic, Asian American, American Indian, Alaskan Native or a woman regardless of race or ethnicity.

Minority contractor means a contractor which is:
1) an individual, who is a Minority Person, 2) a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are held by minority persons, or 3) a corporation or other entity controlled by Minority Persons in which at least 51 percent of voting interest and beneficial ownership interests are held by Minority Persons.

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full Journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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

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

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

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

Civil Rights, Employment and Contracting Opportunities, and Other Federal Requirements

Americans with Disabilities Act of 1990 (ADA): This Act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

Architectural Barriers Act of 1968 (ABA) - (42 U.S.C. 4151-4157): This Act requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

Disadvantaged Business Enterprises (DBE): It is the policy of HUD to encourage the award of prime contracts valued at \$100,000 or more to small disadvantaged business (SDB) concerns (other than certified 8(a) firms) that are at least 51 percent owned and controlled by socially and economically disadvantaged individuals.

Fair Labor Standards Act (FLSA) [as amended] - 29 U.S.C. 201 et seq.: The U.S. Department of Labor (DOL) administers and enforces the minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments.

Immigration Reform and Control Act (IRCA) of 1986: Employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

Minority and Women-Owned Business Enterprises (MBE/WBE) - 24CFR Part 85.36 (e) (1): It is the policy of HUD to actively encourage contractors to take all necessary affirmative steps to assure that small and minority firms, Women’s business enterprise and labor surplus area firms as used as subcontractors when possible. A minority or women-owned small business concern is defined as owned by at least 51 percent minority group members or women.

Section 109 of Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et. seq., particularly 42 U.S.C. 6101 et. seq., and 29 U.S.C. 794): This section provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the

basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title I of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended (implemented at 24 CFR Part 135): It is unlawful to discriminate based on disability in federally assisted programs. This section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotions, transfer, demotions, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This Act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

Violation or Breach of Contract: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and for Convenience: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement: If the agreement with the contractor is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontract of any type entered into for such purpose, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

HUD Lead-Based Paint Regulations, 24 CFR Part 35

Flood Disaster Protection Act of 1973 (P.L. 93-243)

Nondiscrimination under Title VI of the Civil Rights Act of 1964 (as Amended)

Acknowledgment of Bidding Firm to comply with the above referenced Federal Regulations where applicable:

Print Name: (Contractor)

Date

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 I(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 fringe¹ benefits therefor 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

(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 request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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 subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, 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 under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall 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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(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 records 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 program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, 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 5.12(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 Administration 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 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 the individual 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 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 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, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATION OF BIDDER

FEDERAL LABOR STANDARDS PROVISIONS- DAVIS BACON ACT AND "RELATED ACTS"

This certification is required to insure that the Bidder understands that the Project or Program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance.

The Bidder certifies receipt of form HUD-4010, "Federal Labor Standards Provisions", must be included and attached to each and every construction bid document and/or construction contract greater than \$2,000, that is subject to the Davis-Bacon Act and "Related Acts."

Wage Determination – The Wage Determination applicable to this project is:

Determination Number:

Modification Number:

Date:

A hard copy of this Determination must be included within these bid specifications.

Wage Determination Posting – Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily accessible place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determinations and the required labor standards provisions summarized by form HUD-4010, "Federal Labor Standards Provisions."

Weekly Certified Payrolls – It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>). **It is the responsibility of the undersigned (prime contractor) to review payrolls submitted by subcontractors to ensure that there are no discrepancies or underpayments.**

CERTIFICATION BY BIDDER

Name and Address of Bidder (Include ZIP Code):

Name and Title of Signer (Please print or type below):

Signature

Date

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

United States Department of Labor

Wage and Hour Division

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

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"General Decision Number: RI20190001 07/19/2019

Superseded General Decision Number: RI20180001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

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

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	04/05/2019
3	05/03/2019
4	05/24/2019
5	06/07/2019
6	06/14/2019
7	06/21/2019
8	06/28/2019
9	07/12/2019
10	07/19/2019

ASBE0006-006 06/01/2015

Rates Fringes

HAZARDOUS MATERIAL HANDLER
 (Includes preparation,
 wetting, stripping, removal
 scrapping, vacuuming, bagging
 & disposing of all insulation
 materials, whether they
 contain asbestos or not, from
 mechanical systems).....\$ 31.63 18.30

ASBE0006-008 09/01/2018

Rates Fringes

Asbestos Worker/Insulator
 Includes application of
 all insulating materials,
 protective coverings,
 coatings & finishes to all
 types of mechanical systems.\$ 42.38 28.75

BOIL0029-001 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 42.42 24.92

BRRIO003-001 06/01/2019

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 40.48	27.52

BRRIO003-002 03/01/2019

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 39.26	27.92

BRRIO003-003 03/01/2019

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 33.00	26.73

CARP0094-001 01/01/2019

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 37.13	28.45
Diver Tender.....	\$ 36.28	27.15
DIVER.....	\$ 47.08	27.15
Piledriver.....	\$ 37.13	28.45
WELDER.....	\$ 38.13	28.45

FOOTNOTES:

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

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

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

additional.

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

CARP1121-002 10/01/2017

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

ELEC0099-002 06/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 40.40	57.24%
Teledata System Installer.....	\$ 30.30	13.10%+14.53

FOOTNOTES:

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

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

ELEV0039-001 01/01/2019

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

FOOTNOTES:

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

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

	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.....	\$ 41.30	25.95+a
GROUP 2.....	\$ 39.80	25.95+a
GROUP 3.....	\$ 35.42	25.95+a
GROUP 4.....	\$ 32.57	25.95+a
GROUP 5.....	\$ 38.85	25.95+a
GROUP 6.....	\$ 29.65	25.95+a
GROUP 7.....	\$ 23.65	25.95+a
GROUP 8.....	\$ 35.50	25.95+a
GROUP 9.....	\$ 39.42	25.95+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

 ENGI0057-002 05/01/2019

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 34.95	25.95+a
GROUP 2.....	\$ 29.65	25.95+a

GROUP 3.....	\$ 23.65	25.95+a
GROUP 4.....	\$ 30.23	25.95+a
GROUP 5.....	\$ 33.93	25.95+a
GROUP 6.....	\$ 33.55	25.95+a
GROUP 7.....	\$ 29.20	25.95+a
GROUP 8.....	\$ 30.58	25.95+a
GROUP 9.....	\$ 32.53	25.95+a

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

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

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 40.57	25.95+a
GROUP 2.....	\$ 39.07	25.95+a
GROUP 3.....	\$ 38.85	25.95+a
GROUP 4.....	\$ 34.85	25.95+a
GROUP 5.....	\$ 32.00	25.95+a
GROUP 6.....	\$ 38.15	25.95+a
GROUP 7.....	\$ 37.72	25.95+a
GROUP 8.....	\$ 35.04	25.95+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

* IRON0037-001 03/16/2019

	Rates	Fringes
IRONWORKER.....	\$ 35.79	28.57

LABO0271-001 06/05/2016

BUILDING CONSTRUCTION

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

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer,

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABO0271-002 06/05/2016

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson,

mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

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

 PAIN0011-005 06/01/2019

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 34.62	21.80
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 36.62	21.80
Spray, Sand & Water Blasting.....	\$ 37.62	21.80
Taper.....	\$ 35.37	21.80
Wall Coverer.....	\$ 35.12	21.80

 PAIN0011-006 06/01/2019

	Rates	Fringes
GLAZIER.....	\$ 38.18	21.80

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

 PAIN0011-011 06/01/2019

	Rates	Fringes
Painter (Bridge Work).....	\$ 51.00	21.80

 PAIN0035-008 06/01/2011

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

 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.

 PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

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

 PLAS0040-003 07/01/2019

	Rates	Fringes
PLASTERER.....	\$ 37.55	27.50

 PLUM0051-002 09/01/2018

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

 ROOF0033-004 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 37.90	26.31

 SFRI0669-001 04/01/2017

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

SHEE0017-002 12/01/2018

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

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, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

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

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

(\$500.00)

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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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.

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.

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"