

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

GENERAL GUIDELINES FOR COMPLETING REQUEST FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist prospective proposers in successfully completing the necessary Proposal paperwork. You are strongly encouraged to read the Instructions for Proposers Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Proposal being ruled non-responsive. Non-Responsive Proposals **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The forms that are checked off are the only ones that apply to this Proposal. Please submit them in the correct order by Page Number.
- **In the event the Proposal requests specific information; Please use the forms provided, attach additional sheets to the forms if necessary. DO NOT substitute your own forms.**
- If a form does not apply to your business or Proposal, please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBEs, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary Paperwork DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.
- Make Sure the Proposal Response is received by the RIPTA Purchasing Department by the designated date and time. Late Proposals will not be accepted.
- It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Proposal is returned in a **Sealed** Envelope or Box **CLEARLY LABELED** with the following Information: **Proposal Number and what the Proposal is for. This information should be in the lower left-hand corner.** The envelope or box should also be labeled **Proposal DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager (401) 784-9500 extension 1214 for assistance.

- **Proposal must be submitted pre-punched for standard three ring binders. A binder is not required. Spiral bound Proposal submittals WILL NOT be allowed. Please note that United Parcel Service will not deliver to our address.**

Please do not wait until the last minute with questions. RIPTA has limited Staff, which may not be available at all times.

SCOPE OF WORK FOLLOWS PAGE 86

The following label shall be affixed to the envelope or package containing the Proposal response documents. It is imperative that his label be affixed to ensure the Proposal documents are received and routed in the proper manner:

Return Address

PROPOSAL DOCUMENTS ENCLOSED

CONTRACTS MANAGER
Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907

PROPOSAL NUMBER: **23-24**

PROPOSAL FOR: **CCRI Warwick Enhanced Bus Service Project**

DUE: **March 22, 2023**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

REQUIRED COMPANY INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract. **ALL SECTIONS OF THIS FORM MUST BE FILLED OUT COMPLETELY**

THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11.

THIS FORM IS REQUIRED FOR ALL PROPOSERS, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS AND SUBCONTRACTORS

PLEASE PRINT OR TYPE YOUR INFORMATION

COMPANY NAME _____

COMPANY STREET ADDRESS: _____

COMPANY MAILING ADDRESS: _____

COMPANY REMIT TO ADDRESS: _____

COMPANY CONTACT PERSON: _____

COMPANY TELEPHONE NUMBER: _____

EMERGENCY 24 HOUR TELEPHONE NUMBER(S) (IF APPLICABLE): _____

COMPANY TELEFAX NUMBER: _____

COMPANY CONTACT EMAIL: _____

AGE OF THE FIRM (YEARS): _____

ANNUAL GROSS RECEIPTS (DOLLARS): _____

AVG 3 YEAR GROSS RECEIPTS LESS THAN 23.98 MILLION YES NO

DOES THE STATE OF RHODE ISLAND AS CERTIFY YOUR FIRM A
DISADVANTAGED BUSINESS ENTERPRISE? _____

DUNN AND BRADSTREET NUMBER: _____

NAICS CODE: _____ INDUSTRY _____

NAICS Code can be found at the following website: www.naics.com

COMPANY STATUS: PRIME CONTRACTOR SUBCONTRACTOR

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-24

REQUEST FOR PROPOSALS

<u>PROPOSAL NO:</u>	<u>23-24</u>
<u>DATE OF INVITATION:</u>	<u>February 17, 2023</u>
<u>PRE-PROPOSAL MEETING:</u>	<u>March 1, 2023</u>
<u>PROPOSAL RECEIPT DATE:</u>	<u>March 22, 2023</u>
<u>FURNISHING OF:</u>	<u>CCRI Warwick Enhanced Bus Service Project</u>
<u>FEDERAL TRANSIT ADMINISTRATION PROJECT NO.</u>	<u>Various FTA Grants</u>

The participant shall specify the official name of his/her company in the upper left-hand corner of the Proposal Response Envelope and show **PROPOSAL NO: and Proposal Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Proposals will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The Proposers shall execute the offer form enclosed herewith. The Proposers shall return **one copy** with the **original** Proposal.

RIPTA RESERVES THE RIGHT TO REJECT PROPOSALS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER PROPOSAL RESPONSE ENVELOPE FORMAT.

RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL PROPOSALS.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

TABLE OF CONTENTS

I.	CALENDAR	1
A.	<u>Date of Invitation: February 17, 2023</u>	<u>1</u>
B.	<u>Pre-Proposal Conference:</u>	<u>1</u>
C.	<u>Request for Approved equals and Questions</u>	<u>1</u>
D.	<u>Proposal Receipt:</u>	<u>1</u>
II.	NOTICE TO OFFERORS	2
A.	<u>DATE: February 17, 2023</u>	<u>2</u>
III.	CONTACT LIST	3
A.	<u>Contracts Manager</u>	<u>3</u>
IV.	PUBLIC COPY OF PROPOSAL SUBMITTAL	3
V.	ELECTRONIC COPY OF THE PROPOSAL RESPONSE	3
VI.	INSTRUCTIONS FOR PROPOSERS	4
A.	<u>Definition of Terms.</u>	<u>4</u>
	1. Procuring agency	4
	2. RIPTA	4
	3. Contractor	4
	4. Request for Proposals (RFP)	4
	5. Authorized Signature.	4
	6. Request for Proposals.	4
	7. Proposal Evaluation Factors/Criteria	4
	8. Basis of Award	4
	9. Notice of Award.	4
	10. Specifications.	4
	11. Tender	4
B.	<u>Form of Proposal and Signature.</u>	<u>5</u>
	1. Sole Owner.	5
	2. General Partnership.	5
	3. Limited Partnership	5
	4. Corporation.	5
C.	<u>Proposal.</u>	<u>5</u>
D.	<u>Unauthorized Conditions.</u>	<u>5</u>
E.	<u>Submission of Proposal.</u>	<u>5</u>
F.	<u>Modification or Withdrawal of Proposal.</u>	<u>6</u>
G.	<u>Proposers Interviews or Presentations</u>	<u>6</u>
H.	<u>Samples</u>	<u>6</u>
I.	<u>Canvass of Proposals.</u>	<u>6</u>
J.	<u>Rejection of Proposals.</u>	<u>6</u>
K.	<u>Sales Tax Exemption.</u>	<u>6</u>
L.	<u>Delivery Charges.</u>	<u>7</u>
M.	<u>Alternative Proposal</u>	<u>7</u>
N.	<u>Non-Collusive Affidavit.</u>	<u>7</u>
O.	<u>Interest of RIPTA Personnel.</u>	<u>7</u>
P.	<u>Penalty for Collusion.</u>	<u>7</u>
Q.	<u>Proposal Acceptance Period</u>	<u>7</u>
R.	<u>Postponement.</u>	<u>7</u>
S.	<u>Amendment and/or Postponement.</u>	<u>7</u>

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

TABLE OF CONTENTS

<u>T.</u>	<u>Single Proposal.</u>	<u>8</u>
<u>U.</u>	<u>Qualifications for Award.</u>	<u>8</u>
<u>V.</u>	<u>Ineligible Proposers.</u>	<u>9</u>
<u>W.</u>	<u>Disadvantaged Business Enterprise (DBE)</u>	<u>9</u>
<u>X.</u>	<u>Addenda.</u>	<u>9</u>
<u>Y.</u>	<u>Proposer's Requests and Appeals.</u>	<u>9</u>
	1. Appointments.	9
	2. Amending Materials.	9
	3. Appeal.	9
	4. Withdrawal.	10
	5. Notification.	10
<u>Z.</u>	<u>Equal Employment Opportunity.</u>	<u>10</u>
<u>AA.</u>	<u>Prohibited Interest.</u>	<u>10</u>
<u>BB.</u>	<u>Interest of Members of Congress.</u>	<u>10</u>
<u>CC.</u>	<u>Contract Commencement Date.</u>	<u>10</u>
<u>DD.</u>	<u>Notice, Waiver and Applicable Law.</u>	<u>10</u>
<u>EE.</u>	<u>Protest.</u>	<u>11</u>
	1. General.	11
<u>FF.</u>	<u>Protests before Award</u>	<u>11</u>
	1. Solicitation Phase.	11
	2. Pre-Award Phase.	12
<u>GG.</u>	<u>Protests after Award.</u>	<u>12</u>
<u>HH.</u>	<u>Source Selection and Contract Award</u>	<u>12</u>
<u>II.</u>	<u>Title VI Assurances</u>	<u>12</u>
<u>JJ.</u>	<u>Energy Conservation Requirements:</u>	<u>12</u>
<u>KK.</u>	<u>Program Fraud</u>	<u>13</u>
<u>LL.</u>	<u>No Government Obligation to Third Parties:</u>	<u>13</u>
<u>MM.</u>	<u>Veteran's Employment</u>	<u>14</u>
<u>NN.</u>	<u>Solid Waste (Recycled Products)</u>	<u>14</u>
<u>OO.</u>	<u>Prohibition on certain telecommunications and video surveillance services or equipment.</u>	<u>14</u>
<u>PP.</u>	<u>Disputes, Breaches, Defaults, and Litigation.</u>	<u>15</u>
VII.	GENERAL PROVISIONS	16
<u>A.</u>	<u>Definitions:</u>	<u>16</u>
	1. Authority	16
	2. Contracting Manager	16
	3. Directed, Ordered, designated, or prescribed.	16
<u>B.</u>	<u>Changes:</u>	<u>16</u>
<u>C.</u>	<u>Extras:</u>	<u>16</u>
<u>D.</u>	<u>Inspection:</u>	<u>17</u>
<u>E.</u>	<u>Responsible:</u>	<u>17</u>
<u>F.</u>	<u>Title and Risk of Loss</u>	<u>18</u>
<u>G.</u>	<u>Storage of Contractor Material on RIPTA Property</u>	<u>18</u>
<u>H.</u>	<u>Payments</u>	<u>18</u>
<u>I.</u>	<u>Stop Work Order</u>	<u>18</u>
<u>J.</u>	<u>Disputes</u>	<u>18</u>

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

TABLE OF CONTENTS

<u>K.</u>	<u>Default</u>	<u>19</u>
<u>L.</u>	<u>Termination for Convenience of the Authority</u>	<u>20</u>
<u>M.</u>	<u>Federal, State and Local Taxes</u>	<u>21</u>
<u>N.</u>	<u>Walsh-Healey Public Contracts Act</u>	<u>21</u>
<u>O.</u>	<u>Officials Not to Benefit</u>	<u>21</u>
<u>P.</u>	<u>Covenant against Contingent Fees</u>	<u>21</u>
<u>Q.</u>	<u>Notice to the Authority of Labor Disputes</u>	<u>21</u>
<u>R.</u>	<u>Patent Indemnity</u>	<u>21</u>
<u>S.</u>	<u>Use of Trade Names</u>	<u>22</u>
<u>T.</u>	<u>Rights in Technical Data</u>	<u>22</u>
<u>U.</u>	<u>Audit and Inspection of Records</u>	<u>23</u>
<u>V.</u>	<u>Gratuities</u>	<u>24</u>
<u>W.</u>	<u>Limitation on Withholding Payments</u>	<u>24</u>
<u>X.</u>	<u>New Material</u>	<u>24</u>
<u>Y.</u>	<u>Order of Precedence</u>	<u>25</u>
<u>Z.</u>	<u>Correction of Deficiencies</u>	<u>25</u>
	1. Definitions:	25
	2. General:	25
	3. Deficiencies in accepted supplies or services:	25
	4. Correction of Deficiencies by Contractor:	26
	5. Deficiencies in supplies or services not yet accepted:	26
	6. Extensions or Delays	26
	7. Contract Price	26
	8. Failure to correct:	26
<u>AA.</u>	<u>Assignment</u>	<u>27</u>
<u>BB.</u>	<u>Certificates of Current Cost or Pricing Data</u>	<u>27</u>
<u>CC.</u>	<u>Cargo Preference</u>	<u>28</u>
<u>DD.</u>	<u>Buy America Act</u>	<u>28</u>
<u>EE.</u>	<u>Equal Opportunity</u>	<u>28</u>
	1. Race, Color, Creed, National Origin, Sex.	28
	2. Age	29
	3. Disabilities	29
<u>FF.</u>	<u>Nondiscrimination under Federal Grants</u>	<u>29</u>
<u>GG.</u>	<u>Rights in Data and Copyrights-FTA (June 1996)</u>	<u>30</u>
<u>HH.</u>	<u>Davis-Bacon Act</u>	<u>30</u>
	1. Minimum wages	30
	2. Withholding	34
	3. Payrolls and basic records	34
	4. Apprentices and trainees	36
	5. Compliance with Copeland Act requirements	38
	6. Subcontracts	38
	7. Contract termination: debarment	38
	8. Compliance with Davis-Bacon	38
	9. Disputes concerning labor standards.	39
	10. Certification of eligibility.	39
<u>II.</u>	<u>Contract Work Hours and Safety Standards Act</u>	<u>39</u>

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

TABLE OF CONTENTS

1.	Overtime requirements	39
2.	Violation; liability unpaid wages; liquidated damages	39
3.	Withholding for unpaid wages; liquidated damages	40
4.	Subcontracts	40
5.	Payrolls and basic records	40
6.	Contract Work Hours and Safety Standards Act	41
7.	Subcontracts	41
<u>JJ.</u>	<u>Seismic Safety Requirements</u>	<u>41</u>
<u>KK.</u>	<u>Energy Conservation Requirements</u>	<u>41</u>
<u>LL.</u>	<u>Clean Air</u>	<u>42</u>
<u>MM.</u>	<u>Clean Water</u>	<u>42</u>
<u>NN.</u>	<u>Recovered Materials</u>	<u>42</u>
<u>OO.</u>	<u>Fly America Requirements</u>	<u>42</u>
<u>PP.</u>	<u>National Intelligent Transportation Systems Architecture</u>	<u>42</u>
<u>QQ.</u>	<u>Federal Changes</u>	<u>43</u>
<u>RR.</u>	<u>Incorporation of Federal Transit Administration (FTA) Terms</u>	<u>43</u>
<u>SS.</u>	<u>Force Majeure</u>	<u>43</u>
<u>TT.</u>	<u>Governing Law</u>	<u>44</u>
<u>UU.</u>	<u>Indemnification</u>	<u>44</u>
<u>VV.</u>	<u>Policy Concerning Federal and Stated False Claim Laws</u>	<u>44</u>
1.	Prohibitions against False Claims	44
2.	Prohibitions of the Federal False Claims Act	44
3.	Enforcement	45
<u>WW.</u>	<u>American with Disabilities Act</u>	<u>45</u>
<u>XX.</u>	<u>Expense Reimbursement Professional Services Contracts</u>	<u>45</u>
1.	Automobile mileage	45
2.	Per Diem Expenses	45
3.	Lodging	45
4.	Miscellaneous Expenses	45
5.	Estimated Expenses	46
<u>YY.</u>	<u>Background Check</u>	<u>46</u>
<u>ZZ.</u>	<u>Security Requirements for Work on RIPTA Property</u>	<u>46</u>
<u>AAA.</u>	<u>Records Retention</u>	<u>46</u>
<u>BBB.</u>	<u>Litigation</u>	<u>46</u>
<u>CCC.</u>	<u>Public Records/Confidentiality</u>	<u>46</u>
<u>DDD.</u>	<u>Utilization of Small Business Sub-Contractors</u>	<u>47</u>
<u>EEE.</u>	<u>Federal, State and Local Safety, Health and</u>	<u>47</u>
<u>FFF.</u>	<u>Licenses and Certifications</u>	<u>47</u>
<u>GGG.</u>	<u>Covid 19 Safety Procedures</u>	<u>47</u>
<u>HHH.</u>	<u>Retainage for Construction and Design Build Contracts</u>	<u>48</u>
<u>III.</u>	<u>Substantial completion</u>	<u>48</u>
<u>JJJ.</u>	<u>Mobilization/Demobilization</u>	<u>48</u>
VIII.	REQUEST FOR APPROVED EQUAL FORM	49
IX.	REQUIRED PROPOSAL SUBMISSIONS	50
X.	SOLICITATION FORM	51
XI.	OFFER FORM	52

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

TABLE OF CONTENTS

XII.	STATEMENT OF ELIGIBILITY FORM	53
XIII.	AFFIDAVIT OF NON-COLLUSION FORM	54
XIV.	CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM	55
XV.	BUY AMERICA CERTIFICATION REQUIREMENTS I	56
XVI.	BUY AMERICA CERTIFICATION REQUIREMENTS II	57
XVII.	BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:	58
	A. <u>Prior to Contract award,</u>	58
	B. <u>After delivery and acceptance of the vehicles,</u>	58
	C. <u>Authority Review</u>	58
XVIII.	DISADVANTAGED BUSINESS ENTERPRISES PROGRAM	59
	A. <u>Policy</u>	59
	B. <u>Definitions.</u>	60
	1. Joint Venture	60
	2. Disadvantaged Business	60
	3. Small Business Concern	61
	4. Socially and Economically Disadvantaged Individuals	61
	C. <u>Recognition of DBE Commitment</u>	61
	D. <u>Proposal Submissions for Contracts with DBE Utilization</u>	
	<u>Goals and/or DBE Participation</u>	62
	E. <u>Good Faith Efforts for DBE Participation:</u>	62
	F. <u>Procedure Prior to Contact Award</u>	63
	1. Guidance Concerning Good Faith Efforts	63
	G. <u>Termination of DBE Subcontractors</u>	64
	H. <u>Substitution of Subcontractors</u>	64
	I. <u>Program Compliance</u>	65
	J. <u>Maintenance of Records</u>	65
	K. <u>Prompt Payment</u>	65
	L. <u>Monitoring Payments to DBEs</u>	65
XIX.	DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS	66
	A. <u>Attachment A</u>	67
	A. <u>Attachment B</u>	68
	B. <u>Attachment C</u>	69
	A. <u>Attachment D.</u>	70
	A. <u>Attachment E</u>	71
	B. <u>Attachment F</u>	72
I.	PERFORMANCE AND PAYMENT BOND INFORMATION	73
II.	PROPOSAL GUARANTEE (SURETY)	73
III.	REQUIRED INSURANCE	73
	A. <u>Minimum limits</u>	73
	B. <u>Certificate Requirements</u>	73
IV.	GENERAL CONTRACT COMPLIANCE CERTIFICATE	74
	A. <u>Equal Opportunity Clause</u>	75
	B. <u>Age Discrimination</u>	76
	C. <u>Employment of the Handicapped</u>	77
V.	CERTIFICATE OF NON-SEGREGATED FACILITIES	79
VI.	NOTICE OF PROSPECTIVE SUBCONTRACTORS	80

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

TABLE OF CONTENTS

<u>A.</u>	<u>Affirmative Action Compliance Program</u>	<u>80</u>
<u>B.</u>	<u>Employer's Information Report (EE)-1) Form 100</u>	<u>80</u>
<u>C.</u>	<u>Notice to All Vendors</u>	<u>80</u>
<u>D.</u>	<u>Post Award Conference</u>	<u>80</u>
<u>E.</u>	<u>Signature Required</u>	<u>80</u>
VII.	GENERAL CONTRACT COMPLIANCE CERTIFICATE	81
VIII.	DAVIS BACON ACT COMPLIANCE	81
IX.	CONTRACTOR APPRENTICESHIP CERTIFICATION FORM	82
X.	CERTIFICATION OF PRIMARY PARTICIPANT FORM	83
XI.	DEBARMENT CERTIFICATION	84
XII.	CERTIFICATION OF A SUBCONTRACTOR FORM	84
XIII.	NON-RESIDENT CONTRACTOR INFORMATION	85
XIV.	DRUG & ALCOHOL TESTING PROGRAM	86
XV.	DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT	86

SCOPE OF WORK

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

I. CALENDAR

A. Date of Invitation: February 17, 2023

B. Pre-Proposal Conference:

1. Date: March 1, 2023
2. Time: 10 AM Eastern Time
3. Place: (on site) CCRI 400 East Avenue
Warwick, RI 02886

Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Proposal Meeting.

Safety Vests are encouraged.

C. Request for Approved equals and Questions

must be submitted **ELECTRONICALLY IN MICROSOFT WORD FORMAT** to RIPTA Contracts Manager by:

1. Date: March 8, 2023
2. Time: 1:00 p.m. Eastern Time
3. Response to approved equals: 10 - 14 days prior to Proposal opening.

Please submit all of your questions in writing in one document by the deadline above; do not submit them piecemeal.

Requests for Approved Equals must be accompanied by adequate Technical Information for the Authority to review. Requests submitted with insufficient information will not be considered.

Requests for Approved Equals/Questions submitted after the deadline will NOT be considered

It should be noted that Requests for Approved Equals/Questions can be used for both questions regarding the technical specifications and regarding contractual terms and conditions

Approved Equals must be submitted by the Prime Contractors only. Potential Subcontractors must coordinate with Prime Contractors for submission of any products they wish to submit.

D. Proposal Receipt:

1. Date: March 22, 2023
2. Time: 1:00 p.m. Eastern Time

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

II. NOTICE TO OFFERORS

A. DATE: February 17, 2023

The Rhode Island Public Transit Authority (RIPTA) is requesting Proposals for the following:

CCRI Warwick Enhanced Bus Service Project

All Proposals shall be submitted in the required format and quantity as set forth in the RFP. This Proposal must be received by March 22, 2023 at 1:00 p.m. Eastern Time by the Purchasing Department, Room 217, 705 Elmwood Avenue Providence, Rhode Island 02907. **Please be advised that United Parcel Service does not deliver to this address.**

Award of contract is subject to financial assistance of 80% from the U.S. Department of Transportation (FTA Project Various FTA) and 20% from RIPTA. The successful Proposer shall comply with the conditions and terms applicable thereunder.

A Pre-Proposal Meeting will be held at the RIPTA Transportation Building Conference Room, 269 Melrose Street Providence, RI at 1:00 pm Eastern Time on March 1, 2023.. Proposers are expected to download and review the Proposal Technical Specifications prior to the pre-Proposal meeting.

The successful Proposer shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Proposers are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this Proposal. All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.

The RIMBE Website address is <http://odeo.ri.gov/offices/mbeco/dbe-program.php>

The Disadvantaged Business Enterprise goal for this project is Not Applicable %

The successful Proposer shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the IFB is available on the State of Rhode Island, Department of Administration, Division of Purchases Website.

<http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>

RIPTA Solicitations can be found in the Quasi-Public Sector, listed under the Rhode Island Public Transit Authority. Bidders must **download the Bid documents and complete the required forms.**

If you are unable to access the Internet, a printed copy of the Proposal may be obtained from RIPTA's Purchasing Department by calling Sheryl Gomes at (401) 784-9500, ext. 1281.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

III. CONTACT LIST

Please contact RIPTA's Contracts Manager with any questions you may have regarding this Procurement.

A. Contracts Manager

Ms. Sheryl Gomes

Phone: (401) 784-9500 extension 1281

sgomes@ripta.com

All contacts with the Authority regarding this Procurement Action shall be directed to the RIPTA Contracts Manager. The Contracts Manager will contact the appropriate RIPTA Staff as needed. The Authority does not assume responsibility for the accuracy of information obtained from other RIPTA Staff.

Failure to adhere to this procedure may result in rejection of your Proposal.

IV. PUBLIC COPY OF PROPOSAL SUBMITTAL

Each Proposers must submit a copy of their proposal submittal to be available for public inspection upon opening of the proposals. The burden to identify and withhold from the public copy that is released at the proposal opening any trade secrets, commercial or financial information or other information the Proposers deems not subject to public disclosure pursuant to Chapter 38-2 of the Rhode Island Access to Public Records Act shall rest with the Proposers submitting the proposal. Failure to submit a "Public Copy" will result in the submitted copy being deemed available to the public.

V. ELECTRONIC COPY OF THE PROPOSAL RESPONSE

Each Proposer must submit an electronic copy of their Proposal Response. **The electronic version shall be CD or other electronic media.** This is in addition to the number of printed copies requested elsewhere in this document. **This must be submitted WITH the proposal, NOT sent separately. Please DO NOT Password Protect the electronic version.**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

VI. INSTRUCTIONS FOR PROPOSERS

A. Definition of Terms.

Whenever herein or in the Proposal contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. **Procuring agency**

Procuring Agency is defined as the Rhode Island Public Transit Authority.

2. **RIPTA**

RIPTA shall refer to the Rhode Island Public Transit Authority.

3. **Contractor**

Contractor shall mean the successful Proposers to whom a contract is awarded.

4. **Request for Proposals (RFP)**

Request for Proposals shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Request for Proposals, the Instructions for Proposers, Supplemental Conditions, Specifications, Proposal Form, Proposal Attachments, and Addenda, if any. Proposals shall be in strict accordance with the Terms of the RFP.

5. **Authorized Signature.**

The person who is executing this contract on behalf of the Proposers and who is authorized to bind the Proposers.

6. **Request for Proposals.**

The advertisement of the issuance by RIPTA of a Request for Proposals, which is published, posted, and sent to prospective proposers informing interested persons of the proposed procurement.

7. **Proposal Evaluation Factors/Criteria**

Evaluation Factors/Criteria given in the Technical Specifications are not listed in order of priority. The order of the listing has no relationship to the relative importance of the factors.

8. **Basis of Award**

The Contract will be awarded to the vendor that submits the Proposal that is rated the overall best value to the Authority.

9. **Notice of Award.**

The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.

10. **Specifications.**

The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.

11. **Tender**

The Proposer's documents and all attachments tendered in response to the Proposal requests.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

B. Form of Proposal and Signature.

The Proposal shall be presented with an original and Two copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the Proposal form.

Depending upon whom the Proposal is made by the following signature and instructions must be followed:

1. Sole Owner.

Proposal shall be signed with his full name, and his address shall be given.

2. General Partnership.

Proposal shall be signed with the partnership name by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.

3. Limited Partnership

Proposal shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.

4. Corporation.

Proposal shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

C. Proposal.

The terms of the Proposal must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the Proposers. If the unit price and the total amount named by a Proposers for any item, do not agree, **the unit price** alone will be considered as representing the Proposer's intention.

D. Unauthorized Conditions.

Unauthorized conditions, limitations or provisions attached to a Proposal will render it informal and may cause its rejection.

E. Submission of Proposal.

Prior to the hour specified in the Request for Proposals inviting sealed Proposals, all Proposals shall be delivered to the Contracts Manager at the address shown in the Request for Proposals. All costs associated with preparation and submission of a Proposal shall be borne by the Proposers. The Authority assumes no responsibility for these costs.

Each Proposal shall be in a sealed envelope properly labeled on the outside with the Proposal number and description. No Proposals received after said time or at any place other than the time and place as stated in the Request for Proposals will be considered. **No Proposal electronically transmitted, e.g., email and fax will be considered.**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

F. Modification or Withdrawal of Proposal.

A Proposal may be modified or withdrawn by written or telegraphic notice received in the office designated in the Request for Proposals not later than the exact time set for receiving of Proposals. A telegraphic notice of modification or withdrawal of a Proposal telephoned by the receiving telegraphic office no later than the set for opening of Proposals will be considered if the telegraph company confirms the message by sending a copy of a written telegram, which formed the basis of the telephone call. A Proposal may be withdrawn in person by a Proposers, or his/her authorized representative provided his/her identity is made known and he signs a receipt for the Proposal if the withdrawal is prior to the exact time set for receiving the Proposals. Modifications of Proposals and requests for withdrawal of Proposals which are received in the office designated in the Request for Proposals after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late Proposals. A late modification of an otherwise successful Proposal will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the Proposal more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

G. Proposers Interviews or Presentations

The Authority reserves the right, at its sole discretion, to request Proposal respondents to make presentations or interviews. This may be done in person, or through electronic means (i.e., telephone or via the internet). The purpose of this presentation is to enhance the presentation, not to amend it. Proposers should prepare their Proposal responses based upon the assumption that there will not be interviews, unless specifically stated in the Technical Specifications. The Written Proposal should reflect their best effort.

H. Samples

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Proposer's expense.

I. Canvass of Proposals.

At the hour specified in the Request for Proposals, a designee will receive the Proposals. An award will be made, or Proposals rejected by RIPTA within the time specified in the specifications or Proposal forms, or if not specified, within a reasonable time after Proposals have been opened.

J. Rejection of Proposals.

RIPTA reserves the right to reject any and all Proposals. The right is reserved to reject any or all Proposals, and to waive technical defects as the interest of RIPTA may require. Each Proposer shall be notified if all Proposals are rejected.

K. Sales Tax Exemption.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

RIPTA confirms there are no state, local, or federal taxes applicable to this purchase.

L. Delivery Charges.

Unless otherwise stated in the RFP, proposers shall include freight and/or delivery charges in the total price of their Proposals.

M. Alternative Proposal

Submissions of an alternative Proposal or Proposals, except as specifically called for in the Specifications or RFP, will render the Proposal informal and may cause its rejection.

N. Non-Collusive Affidavit.

The Proposers represents and warrants that its Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Proposers has not, directly or indirectly, induced or solicited any other Proposers to submit a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposers has not in any manner sought by collusion to secure itself an advantage over any other Proposers.

O. Interest of RIPTA Personnel.

The Proposers represents and warrants that neither the Chief Executive Officer, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly or indirectly in the Proposal or in the contract, which may be made under it, or in any expected profits to arise therefrom.

P. Penalty for Collusion.

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal or Proposals, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

Q. Proposal Acceptance Period

All Proposals shall remain in effect one hundred twenty (120) calendar days from the date of Proposal opening. Proposals offering less than one hundred twenty (120) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

R. Postponement.

RIPTA reserves the right to postpone, for its own convenience, the date the Proposal is to be received, but any Proposers whose Proposal has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its Proposal.

S. Amendment and/or Postponement.

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of Proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. It shall be the responsibility of prospective proposers to check the State of Rhode

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

Island, Department of Administration Division of Purchases Website for any addenda. If the revisions and addenda require changes in quantities or price Proposal, or both, the date set for receiving Proposals may be postponed by such number of days as in the opinion of RIPTA shall enable proposers to revise their Proposals. In any case, Proposal openings shall be at least seven (7) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

T. Single Proposal.

1. In the event a single Proposal is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the Proposal and make the award by negotiation or reject the Proposal and re-advertise. A price analysis is the process of examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the Proposal price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

U. Qualifications for Award.

The Proposers must be a person, firm, or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Proposers. Doubt as to the capability or technical ability, productive capacity, or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

V. Ineligible Proposers.

The Proposers shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

W. Disadvantaged Business Enterprise (DBE)

The Rhode Island Public Transit Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. RIPTA will take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. RIPTA's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated herein by reference.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be a violation of Federal law and a breach of any applicable DOT-assisted contract. Upon notification to RIPTA of its failure to carry out its approved DBE Program, the DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases where a firm/contractor makes a false or fraudulent statement in connection with participation of a DBE in any DOT assisted program or otherwise violates Federal law, refer the matter for prosecution under 18 U.S.C. 1001 and/or under 49 CFR Part 31, Program Fraud Civil Remedies Act. ..

X. Addenda.

RIPTA may issue addenda containing amendments to its proposal solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of Proposal shall, if necessary, contain a provision postponing the date of the receipt of Proposal to a date that will provide proposers adequate time to respond to the addenda. Addenda shall be numbered sequentially.

Y. Proposer's Requests and Appeals.

1. Appointments.

Proposers and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

2. Amending Materials.

Any amending material issued by RIPTA pertaining to the Proposal solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Proposal solicitation documents.

3. Appeal.

Should any Proposers or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of Proposal. RIPTA has no obligation to consider appeals

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

received less than seven (7) calendar days before the date of the receipt of Proposal.

4. Withdrawal.

The Proposers or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

5. Notification.

Should RIPTA postpone the date of the receipt of Proposal owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a copy of the Proposal solicitation documents that an appeal has been filed and that the date of the receipt of Proposal shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of Proposal.

Z. Equal Employment Opportunity.

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. Such actions shall include, but not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

AA. Prohibited Interest.

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

BB. Interest of Members of Congress.

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

CC. Contract Commencement Date.

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

DD. Notice, Waiver and Applicable Law.

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

this agreement shall be considered and construed as a contract made an to be performed in the State of Rhode Island.

EE. Protest.

1. General.

Protests will be accepted from prospective Proposers or Offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address, and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- d. A statement as to what relief is requested.
- e. Protest should be sent to:
Director of Procurement
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907
- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by RIPTA are final in accordance with FTA "Third Party Contract" Regulation.
- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

FF. Protests before Award

1. Solicitation Phase.

Protests concerning the solicitation must be submitted in writing five (5) working days prior to Proposal opening or closing date for receipt of Proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential Proposers or Offerors.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of Proposals but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The proposer or proposers whose Proposals might become eligible for award should be requested, before expiration of the time for acceptance of their Proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest. If a protest has been filed with FTA, award will not be made during the pendency of that protest. **It should be noted that the FTA will not substitute its judgment for that of RIPTA unless the matter is primarily a Federal concern.** Circumstances where RIPTA would allow an exception to the stated protest award policy are:

- a. The items to be procured are urgently required.
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,
- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

GG. Protests after Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis, therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

HH. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Proposers whose Proposal will be evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

II. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. §2000d, et seq.), and the Assurances by RIPTA pursuant thereto.

JJ. Energy Conservation Requirements:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

KK. Program Fraud

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § §3801 et. Seq. and U. S. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extend the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

LL. No Government Obligation to Third Parties:

1. The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MM. Veteran's Employment

The Contractor shall ensure that contractors working this project shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of title 5) who have the requisite skills and abilities to perform the work required under the contract. This shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

NN. Solid Waste (Recycled Products)

This Contract 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 C.F.R. 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.

OO. Prohibition on certain telecommunications and video surveillance services or equipment.

Vendors responding to this contract are prohibiting from providing the equipment that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PP. Disputes, Breaches, Defaults, and Litigation.

The FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the RIPTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the RIPTA is located. The Contractor must include a similar notification requirement in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal 95 Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. RIPTA shall promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the RIPTA is located, if the RIPTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the RIPTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the RIPTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of RIPTA. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

all divisions of the RIPTA, including divisions tasked with law enforcement or investigatory functions. (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, RIPTA may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that RIPTA receives FTA's prior written concurrence. (d) Enforcement. RIPTA must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

VII. GENERAL PROVISIONS

A. Definitions:

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. **Authority**

Authority means Rhode Island Public Transit Authority (RIPTA).

2. **Contracting Manager**

the person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

3. **Directed, Ordered, designated, or prescribed.**

Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable, satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

B. Changes:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

C. Extras:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

D. Inspection:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority, therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

E. Responsible:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

F. Title and Risk of Loss

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Notwithstanding the above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time the above shall apply.

G. Storage of Contractor Material on RIPTA Property

The Authority will not accept responsibility for any Contractor Material stored on RIPTA Property. It shall be the responsibility to provide a secure, method of storing their material on RIPTA Property.

H. Payments

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are 60 days after approval of an invoice unless otherwise negotiated.

I. Stop Work Order

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

J. Disputes

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chief Executive Officer. The decision of the Chief Executive Officer or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- 2 This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manager of his/her representative on a question of law.

K. Default

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure
2. Default without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

4. The rights and remedies of the Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

L. Termination for Convenience of the Authority

The performance of work under this Contract may be terminated by the Authority in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to , or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed to request extension of such time, he shall have no such right of appeal. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

M. Federal, State and Local Taxes

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

N. Walsh-Healey Public Contracts Act

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$14,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations of the Secretary of Labor which are now or may hereafter be in effect.

O. Officials Not to Benefit

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

P. Covenant against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

Q. Notice to the Authority of Labor Disputes

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

R. Patent Indemnity

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.
2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

S. Use of Trade Names

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

T. Rights in Technical Data

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. Any manuals, instructional materials prepared for installation, operation, maintenance, or training purposes.
 - b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other technical data which has been or is normally furnished without restriction by the Contractor or subcontractor.
 - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be.
 - a. released or disclosed in part by the Authority for manufacture, or
 - b. used in whole or in part by the Authority for manufacture, or

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

- c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release, or disclosure.
3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
5. Material covered by copyright:
 - a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.
 - b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
7. Any dispute under this article shall be subject to the Disputes article of this contract.

U. Audit and Inspection of Records

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transactions. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their Duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

V. Gratuities

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

W. Limitation on Withholding Payments

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees.
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

X. New Material

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

Y. Order of Precedence

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Proposal Schedule.
2. Special Conditions.
3. General Provisions.
4. The other provisions of the Contract, whether incorporated by reference or otherwise.
5. The Specifications; and
6. Drawings.

Z. Correction of Deficiencies

1. Definitions:

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.
- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.

2. General:

- a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspection and acceptance.
- b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

3. Deficiencies in accepted supplies or services:

If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

4. **Correction of Deficiencies by Contractor:**

The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

5. **Deficiencies in supplies or services not yet accepted:**

If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above, he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.

6. **Extensions or Delays**

In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.

7. **Contract Price**

It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.

8. **Failure to correct:**

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action.
- b. Correct the supplies or services, or
- c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and
- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

- e. Impose Liquidated Damages in accordance the terms of this document.
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

AA. Assignment

- 1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception, the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
- 2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions, therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.
- 3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.
- 4. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that nay such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

BB. Certificates of Current Cost or Pricing Data

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

CC. Cargo Preference

Use of United States Flag Vessels

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):

"Cargo Preference-Use of United States-Flag Vessels

The Contractor agrees.

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

DD. Buy America Act

The Contractor agrees to comply with 49 U.S.C. §533(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

"Construction materials used in projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b)."

EE. Equal Opportunity

1. Race, Color, Creed, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, " Office of Federal Contract

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to 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, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. **Age**

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29, U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities**

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FF. Nondiscrimination under Federal Grants

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color,, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status. In addition, the Contractor

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

GG. Rights in Data and Copyrights-FTA (June 1996)

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third-party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

HH. Davis-Bacon Act

40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

(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)(iv) 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 Part 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 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. 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. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), 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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

- iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- iv. With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- c. 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.
- d. In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) 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.
- f. 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.
- g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

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 asset for the meeting of obligations under the plan or program.

- h. The contracting officer shall require that 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. 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.
 - i. 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, 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.
 - j. In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

representative, will issue a determination with 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.

- k. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) 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.

2. **Withholding**

The Rhode Island Public Transit Authority 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Rhode Island Public Transit Authority 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.

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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

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.
 - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - ii. 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 maintained under 29 CFR part 5 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 Regulations, 29 CFR part 3.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

- (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 paragraph (a)(3)(ii)(B) of this section.
- 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.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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 Federal agency 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

- a. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

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 of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 - 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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

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.

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 in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, 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 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**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

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

II. Contract Work Hours and Safety Standards Act

40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)

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 to work in excess of forty hours in such workweek unless such laborers or mechanics receive 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 unpaid wages; liquidated damages**

In the event of any violation of the clauses set forth in paragraph (1) of this section, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 clauses 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 clauses set forth in paragraph (1) of this section.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

3. **Withholding for unpaid wages; liquidated damages**

The Rhode Island Public Transit Authority 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 clauses set forth in paragraph (2) of this section.

4. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section. (Section 102 non-construction contracts should also have the following provision :)

5. **Payrolls and basic records**

Payrolls and basic records relating theretoshall 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the nams, address, and social security number of each 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. Whenever the made and actual wages paid Secreary iof labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included 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-Beacon 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 regisration of apprenticeship programs and certification of trainee programs, the registration of the

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. **Contract Work Hours and Safety Standards Act**

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

7. **Subcontracts**

The Contractor also agrees to include the requirements of the section in each. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may said to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

JJ. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49 CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

KK. Energy Conservation Requirements

42 U.S.C. 6321 et seq. 49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

LL. Clean Air

42 U.S.C. 7401 et Seq 40 CFR 15.61 49 CFR Part 18

- 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 FTA 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 FTA.

MM. 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 FTA 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 FTA.

NN. Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

OO. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

PP. National Intelligent Transportation Systems Architecture and Standards

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

The Contractor agrees to conform, to the extent applicable to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

QQ. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (9) dated October 2002) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RR. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

SS. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, government declared states of emergency, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. “

TT. Governing Law

The Contract shall be interpreted under, and its performance governed by the laws of the State of Rhode Island.”

UU. Indemnification

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

VV. Policy Concerning Federal and Stated False Claim Laws

As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority (“RIPTA”) publishes the following information to all employees, contractors, and agents about federal and state False Claims laws and RIPTA’s policies to detect and prevent fraud, waste, and abuse.

**1. Prohibitions against False Claims
Federal False Claims Act**

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid, and other federal and state programs. The False Claims Act is the federal government’s primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

2. Prohibitions of the Federal False Claims Act

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval.
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government.
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

“Knowingly” means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information and no proof of specific intent to defraud is required.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

3. Enforcement

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases.

The False Claims Act allows private individuals to bring “qui tam” actions for violations of the Act.

WW. American with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

XX. Expense Reimbursement Professional Services Contracts

The following methods of Reimbursement of Expenses directly related to the performance of this contract shall be utilized. Any expenses incurred must be approved in writing by the RIPTA Project Manager before they occur. The vendor is responsible to submit sufficient documentation to allow the Authority to verify the expenses.

1. Automobile mileage

Travel mileage will be reimbursed at the rate approved by the Internal Revenue Service at the time the travel is incurred.

2. Per Diem Expenses

Meals will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov
A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice.

3. Lodging

Lodging will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov .

A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice

4. Miscellaneous Expenses

Materials used in conjunctions with this contract shall be provided at cost plus the following (applicable) fee for Overhead, Pickup, and Delivery. No additional charges will be acceptable.

Material Cost

\$0-500
\$501-750
\$751-1000
\$1001-1500

Overhead Fee

No Fee
\$75.00
\$100.00
\$125.00

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

\$1501-\$2500	\$180.00
\$2501-5000	\$300.00
\$5001-7500	\$450.00
Over 7501.	\$525.00

Copies of Receipts must be submitted to verify Miscellaneous Expenses

5. Estimated Expenses

Proposers are required to submit an accurate list of projected expenses that may be necessary to properly execute the Scope of Services of this Contract. This must be submitted with the Proposal submittal.

YY. Background Check

Employees of the Successful Vendor that in the course of performance of this contract will be on any of RIPTA's Properties may be subject to a Criminal Background Check.

ZZ. Security Requirements for Work on RIPTA Property

1. Upon arrive at the RIPTA work location they are to sign in with the Mechanical Foreman (or designated person) on duty
2. Wear all the proper safety equipment as required.
3. Display RIPTA issued vendor badge so it can be observed on their person.
4. Access only areas where permission has been granted.
5. Sign out with the same Foreman they signed in with.
6. Secure the facility prior to the facility being locked up.
7. Any issued or non-compliance with these rules could result in their access to the property being denied.

AAA. Records Retention

All required records for this contract will be retained for a minimum of three years after grantees or sub grantees make final payments and all other pending matters are closed.

BBB. Litigation

In the last ten (10) years, has any customer to which you provide the same or similar services that are the subject of this procurement initiated a lawsuit or arbitration against you relating to your provision of the services?

If so, provide a copy of the complaint against you and advise as to the status of the proceeding. If the case has been resolved, please describe the resolution of the case.

CCC. Public Records/Confidentiality

The Proposals received become the exclusive property of RIPTA. When a contract award is approved by RIPTA, all Proposals submitted in response to this Request for Proposals shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal that are marked as "CONFIDENTIAL" or PROPRIETARY". If required by law or by an order of a court, RIPTA may be required to disclose such records or portions thereof, including without limitation those so marked

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

DDD. Utilization of Small Business Sub-Contractors

It is suggested that Prime Contractors provide subcontracting opportunities that small business, including DBE's can reasonably perform rather than self-performing all of the work in the contract.

EEE. Federal, State and Local Safety, Health and Environmental Regulations.

It shall be the responsibility of the Contractor to follow all relevant Safety and Health Regulations. The Contractor shall be responsible to determine which regulations apply and they shall follow them. The Authority may include specific RIPTA policies, in the Scope of Work, which must be followed.

FFF. Licenses and Certifications

The Contractor shall be responsible to ensure their company and any and all Subcontractors possible the necessary licenses and certifications to perform the work as required by the State of Rhode Island and the Authorities having Jurisdiction.

GGG. Covid 19 Safety Procedures

The Contractor and all Subcontractors working on site for this project must adhere to the Center for Disease Control and Rhode Island Department of Health Safety Guidelines in effect at the time the work is being performed. The Guidelines include, but are not limited to the following:

1. Prior to anyone being allowed on the campus the following screening questions should be asked:
 1. Have you or any family members tested positive for COVID-19?
 2. Have you felt ill recently?
 3. If the answer to any of these two questions is **YES**, then the person should be advised that they cannot come onto the job site.
 4. All workers shall wear face coverings while on the property.
 5. All workers shall check in with the job supervisor.
 6. The General Contractor shall be responsible to keep a log with the following information on all the workers.
 - a. name,
 - b. date, time,
 - c. location visited.
 - d, this log shall be made available to RIPTA whenever requested.
 7. Maintains proper hygiene while working on site.
 8. Wipe down and sanitize any work areas with high volume touch points when completing their work.
 9. Does not congregate-keep proper spacing (6 feet) distance when possible.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

HHH. Retainage for Construction and Design Build Contracts

The Authority will reserve retainage in the amount of ten (10) percent of the contract value until Substantial Completion is complete at which point it will be reduced to five (5) percent until the project is complete. The balance of the retainage will be paid when the project reaches final completion.

III. Substantial completion

Substantial completion is defined as the stage in the progress of the work as determined and certified by the Authority in writing to the Contractor, on which the work is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected ,

JJJ. Mobilization/Demobilization

Mobilization and Demobilization are not allowable expenses under Federal Transit Administration Rules. Therefore, vendors are advised that the costs associated with these items must be allocated to other areas of the Contract.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

VIII. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: _____

Ref: RFP NO. 23-24

Project No. _____

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: _____

Request Description

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

IX. REQUIRED PROPOSAL SUBMISSIONS

The following items marked with an "X" must be submitted with Response. Failure to submit forms may result in Proposal being deemed non-responsive.

Please submit them in the correct order by Page Number.

Required Company Information Form (found third page of pkg) X

Must be completed by Prime and All Subcontractors

Solicitation X

Offer X

Statement of Eligibility X

Affidavit of Non-Collusion X

Certification of Restrictions on Lobbying X

Buy America Certificate **FORM MUST BE SUBMITTED**

WITH PROPOSAL, IF CHECKED, OR PROPOSAL

WILL BE CONSIDERED NON-RESPONSIVE

Disadvantaged Business Enterprise X **This paperwork must be completed regardless of a DBE Goal; DBE Participation is strongly encouraged.**

All Subcontractors must be listed regardless of DBE Status

General Contract Compliance Certificate X

Agreement (EEO) X

Certification of Primary Participant Debarment X

Certification of a Subcontractor (Debarment) X

Each Subcontractor and potential subcontractor must fill in and sign.

Non-Resident Contractor (if applicable) X

Davis Bacon Act Compliance Apprenticeship Certification X

Applicable Type: (X) **Building** () Highway

Wage Determination Number: RI150001 01/10/2015 MOD 15

Drug & Alcohol Testing X

Proposal Guarantee (Surety) X

The following items marked with an "X" must be submitted AFTER AWARD of the Contract

Designation of an Independent Contractor Form

After award of Contract for Sole Proprietors X

IRS W-9 Form X

Performance and Payment Bonds X

Certificate of Insurance- X

(As required in Section XXII and the Technical Specifications)

NOTE:

ITEMS WITHOUT AN "X" AND THEIR RESPECTIVE TERMS AND CONDITIONS ARE NOT REQUIRED IN THIS PROPOSAL

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

X. SOLICITATION FORM

COMPANY NAME _____

PROPOSAL NO. OR PROJECT NO. 23-24

DESCRIPTION CCRI Warwick Enhanced Bus Service Project

A. PROPOSAL REQUIREMENTS

Sealed Proposals in original and Two copy (ies) will be received at the offices of the Rhode Island Public Transit Authority, 705 Elmwood Avenue Providence, Rhode Island 02907, at the Proposal date and hour set forth on the Request for Proposals or any time prior to the date and hour. Late Proposals will not be accepted.

B. CONTRACT DOCUMENTS

By executing the offer form enclosed herewith, the Proposers agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

C. PAYMENT SCHEDULE

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

D. COST FOR SERVICE

Please complete necessary cost information as outlined in the Proposal Technical Specifications.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XI. OFFER FORM

Proposers understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the Proposal non-responsive.

By execution below, Proposers hereby offers to furnish services in accordance with the contract documents that are a part of the specifications and agrees to fully comply with the contract documents.

PROPOSAL NO 23-24

PROPOSERS _____

EMPLOYER IDENTIFICATION NO.: to be provided by Vendor at time of Contract Award

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor _____

Partnership _____

Corporation _____

PROPOSERS'S CONTRACTING OFFICER

Name (*Please Print*)

Authorized Signature

Title

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XII. STATEMENT OF ELIGIBILITY FORM

The _____ hereby certifies that he/she
(Name of Proposers)

is/is not (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City, State, Zip

Signature of Authorized Person

Date Authorized

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XIII. AFFIDAVIT OF NON-COLLUSION FORM

I hereby swear (or affirm) under penalty for perjury:

1. that I am the Proposers (if the Proposers is an individual), a partner of the Proposers (if the Proposers is partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposers is a corporation).
2. that the attached Proposal has been arrived at by the Proposers independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in Request for Proposals, designed to limit independent Proposals or competition.
3. that the contents of the Proposal have not been communicated by the Proposers or its employees or agents, to any person not an employee or agent of the Proposers or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal; and
4. that I have fully informed myself regarding the accuracy of the statement made on this affidavit.

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires. _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XIV. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

I, _____, hereby certify on
(Name/title of Proposers Authorized Official)

behalf of: _____ that:
(Name of Proposers)

- 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 any 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, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Executed this _____ day of _____, 20_____.

By _____
(Signature of Authorized Official)

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XV. BUY AMERICA CERTIFICATION REQUIREMENTS ! **FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

49 U.S.C. 5323(j) and 49 CFR 661.6 provide that no Federal funds may not be obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers.

“Construction materials used in projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b).”

Certificate of Compliance-The Proposers hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j) (1) and the Applicable regulations on 49 CFR Part 661.12

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certification of Non-Compliance-The Proposers hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j) (1).

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XVI. BUY AMERICA CERTIFICATION REQUIREMENTS II **OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND** **ASSOCIATED EQUIPMENT**

49 U.S.C. 5323 (j) and 49 CFR 661.11 and 12 provide that no Federal funds be obligated for procurement of buses, other rolling stock, and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 70 per centum (70%) of the cost of all components of the vehicle or equipment described in this paragraph; and
 2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.
- If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers in accordance with the requirements.

Certificate of Compliance-The Proposers hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j) (2) (c) and CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certificate of non-Compliance-The Proposers hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL
WILL BE CONSIDERED NON-RESPONSIVE.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XVII. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:

A. Prior to Contract award,

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

B. After delivery and acceptance of the vehicles,

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

C. Authority Review

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XVIII. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

For the purpose of this Contract, the goal for utilization of DBEs shall be the following percent of the Contract Dollar Amount:

DBE GOAL FOR THIS CONTRACT: Not Applicable Percent

A. Policy

1. It is the policy of the DOT that Disadvantaged Business Entities are given the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, pursuant to 49 CFR Part 26. . Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this Contract and RIPTA and its Contractors shall take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for such contracts. RIPTA and its Contractors shall not discriminate on the basis of race, color, religion, national origin, age sexual orientation, disability, gender identity, expression, or veteran status, in the award and performance of DOT-assisted contracts.

2. Contractor Obligation –

- a. In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent, or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.
- b. The Contractor shall provide the following assurance and ensure that each subcontract that it enters with a subcontractor contains the same assurance:

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity, expression, or veteran status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

- (1). Withholding monthly progress payments.
 - (2). Assessing sanctions.
 - (3). Liquidated damages; and/or
 - (4). Disqualifying the Contractor from future proposals as non-responsible
2. Contractor Obligation – In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent, or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.
3. DBE Utilization - The Contractor shall provide for full and fair utilization of DBEs by complying with the requirements of this Section. Such requirements include the achievement of the stated DBE Utilization Goal in the performance and completion of the work under the Contract. Nothing in this Section shall be construed to require the utilization of any DBEs, which is either not qualified or unavailable.
 - a. **All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal. A copy of the DBE Certification Letter from the State of Rhode Island Office of Civil Rights must accompany the Proposal submittal.**
 - b. **If a DBE Utilization Goal is set for this Contract, a Contractor's DBE utilization and/or "Good Faith Effort" to obtain DBE participation shall be considered when reviewing proposal submittals for responsiveness.**
 - c. **If NO DBE Utilization Goal is set for this Contract, Contractors are, nonetheless, encouraged to have DBE/Small Business participation in their proposal and to include the associated DBE forms in its proposal submittal.**

B. Definitions.

The terms used in these special provisions shall be defined as follows:

1. **Joint Venture**
An association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills, and knowledge.
2. **Disadvantaged Business**
means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.

3. **Small Business Concern**

A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

4. **Socially and Economically Disadvantaged Individuals**

means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. **Black or African Americans**, which includes persons having origins in any of the Black racial groups of Africa.
- b. **Hispanic or Latino Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race.
- c. **American Indian or Alaska Native**, which includes persons who are American Indian, Eskimo or Aleuts.
- d. **Asian-Pacific Americans or Native Hawaiian**, which includes persons whose origins are Hawaii, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- e. **Asian-Indian Americans**, which includes persons whose origins, are from India, Pakistan, and Bangladesh.
- f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to monitor compliance with these Special Provisions and to assist in their implementation.
- g. **Proposers** – any individual, partnership, joint venture, corporation, or firm submitting a Proposal for the contract.

C. Recognition of DBE Commitment

Each Contractor shall recognize RIPTA's commitment to ensure that DBEs be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

D. Proposal Submissions for Contracts with DBE Utilization Goals and/or DBE Participation

The Schedule of DBE Participation (Attachment A) shall have the following information.

1. The name and address of each DBE firm that will participate in the Contract.
2. A description of the work each named DBE firm will perform; and
3. The dollar amount and percentage of the DBE Utilization Goal, if applicable, of participation by each named DBE firm.
4. RIPTA encourages all firms located in the United States that are currently certified as DBEs and SBAs by Federal, State and Local agencies to apply for certification in the State of Rhode Island. **Only DBEs certified by the State of Rhode Island at the time of Proposal submittal shall be counted towards any DBE Utilization Goal requirement.**

If a minority business would like to be certified by the State of Rhode Island, contact the Minority Business Enterprise Compliance Program:

Ms. Dorinda Keene, Assistant Administrator – MBE Compliance
RI Department of Administration
Office of Diversity, Equity and Opportunity
Minority Business Enterprise Compliance Program
One Capitol Hill, 3rd Floor.
Providence, RI 02908
401.574.8670

E. Good Faith Efforts for DBE Participation:

If the apparent successful Contractors' submissions do not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA.

The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of subcontractors **before** award of

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

contract and **during** contract performance, in order that substitute firms are eligible DBE's.

F. Procedure Prior to Contract Award

1. Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.

RIPTA may decide that a Contractor that has failed to meet DBE contract goals may receive the Contract upon determining that the efforts the Contractor made to obtain DBE participation were "good faith efforts" to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a Contractor that has failed to meet DBE contract goals, RIPTA must determine that the competitor's efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases, RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

RIPTA will consider the following efforts:

- i. whether the contractor attended any pre-solicitation or pre-Proposal meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities.
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the sub-contracting opportunities.
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively.
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested.
- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. Whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

G. Termination of DBE Subcontractors

In any case when a prime contractor wishes to either: A: decrease the price to be paid to the DBE and the disadvantaged non-disadvantaged joint venture or to B: terminate a DBE firm, the prime contractor must first provide the DBE with five days' notice of the prime contractor's intent and reason to terminate the contract between them, and must also advise the DBE firm that it has the right to contact RIPTA to object to the termination. In addition, after the five-day written notice to the DBE has expired, the prime contractor must provide RIPTA with a written request to approve termination. The request must state the business reason why the prime contractor wishes to terminate the contract and must include all documentation in support of that business reason. A prime contractor may only reduce the scope or terminate a DBE firm for cause. It may not terminate a DBE contract for convenience. A DBE firm may not be terminated until written approval has been provided by RIPTA. If RIPTA approves a request to terminate, the prime contractor must make a good faith effort to substitute another DBE firm to replace the firm that has been terminated. This good faith effort shall be documented and subject to review by RIPTA. Failure to make a good faith effort may be deemed a breach of the prime contractor's contract with RIPTA and may result in the prime contractor being barred from submitting proposals on future RIPTA projects or subject to any other remedy RIPTA deems appropriate.

H. Substitution of Subcontractors

RIPTA shall review for its approval all substitutions of subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier.

Where RIPTA has approved termination of a sub-contract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful Proposers shall make every reasonable effort to propose and enter into

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

an alternative sub-contract or subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated sub-contract. Satisfactory evidence of reasonable efforts shall be timely furnished by RIPTA.

I. Program Compliance

Discrimination on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status shall not be tolerated under any circumstance. RIPTA shall monitor the schedule for DBE participation in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future Proposals of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of subcontracts, together with the follow-up to verify such participation.

J. Maintenance of Records

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

K. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from RIPTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference period may occur only for good cause following written approval of RIPTA. This clause applies to both DBE and non-DBE subcontractors. RIPTA reserves the right to hold payments to the Contractor if payments verification logs are not submitted within 30 days of payments. Failure to submit payments to DBE subcontractors within 30 days will result in action by RIPTA up to and including disqualification from any future RIPTA Procurements.

L. Monitoring Payments to DBEs

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs following the completion of the contract. These records will be made available for inspection upon request by any authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-24

XIX. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS

Attachment A: Schedule of DBE Participation

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment B: DBE Application Agreement

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment C: Letter of Intent to Perform as a Subcontractor

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment D: DBE Unavailability Summary Sheet

Submitted if DBE firm or firms you have contacted cannot participate. This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

Attachment E: Narrative Explanation for Lack of DBE Participation

Submitted by the Prime Contractor to explain lack of DBE/SBA participation.

Attachment F: Documentation of DBE Utilization

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

DBE FIRMS PROPOSING AS A PRIME CONTRACTOR: the following forms must be filled in, signed, and submitted with the Proposal.

Attachment A, Attachment B

Please state, on these forms, that you are proposing as a prime contractor.

CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND.

Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa.
- b. "Hispanic Americans", which includes persons of Mexicans, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race.
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians:
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-24

SCHEDULE OF SUBCONTRACTOR PARTICIPATION
All Subcontractors must be listed regardless of DBE Status

A. Attachment A

Company Name: _____

Project Number: 23-24 Project: CCRI Warwick Enhanced Bus Service Project

*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of Proposal Submittal to be considered. A full, up to date list of Rhode Island DBEs can be obtained at the following website: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/us-dot-disadvantaged-business>**

Firm Name	Firm Address	DBE Category (if applicable)	Phone Number	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Proposal

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Proposers Official _____

Each DBE Firm listed in the Section must also complete the Required Company Information Form and the Certification of Subcontractor Form *Use additional forms as needed.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-24

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

C Attachment C

To: _____
(Name of Prime or General Proposers)

The undersigned intends to perform work in connection with the above project as (check one):

___ **an** individual

___ **a** corporation

___ **a** partnership

___ **a** joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

for the following compensation: _____

(Name of DBE Contractor)

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-24

DBE GOOD FAITH EFFORT SUMMARY SHEET

A. Attachment D.

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is Not Applicable percent. . **A full, up to date list of Rhode Island DBEs can be obtained at the following website: www.mbe.ri.gov/.**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

Project Name: **CCRI Warwick Enhanced Bus Service Project**
23-24

Project Number:

Form completed by: _____

Date: _____

A. Attachment E

Project Name: **CCRI Warwick Enhanced Bus Service Project**

[illegible]

TO BE FILLED IN BY THE PRIME CONTRACTOR TO EXPLAIN LACK OF DBE PARTICIPATION.

XX. PERFORMANCE AND PAYMENT BOND INFORMATION

The selected Proposers shall furnish, within twenty (20) calendar days (if required) (See Required Proposal Submissions Page) after the date of notice of award of contract by RIPTA, Performance and Payment Bonds in the amount of 100% of the Proposal amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island, or which is approved by the Authority.

The Bond will remain in effect until the Warranty commences.

XXI. PROPOSAL GUARANTEE (SURETY)

A Proposal Guarantee (if required) shall be submitted with the Proposal response. This guarantee shall be equivalent to five (5) percent of the Proposal price. The "Proposal guaranty shall consist of a firm commitment such a Proposal bond, certified check, or other negotiable instrument accompanying a Proposal as assurance that the Proposers will, upon will, upon acceptance of its Proposers, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

XXII. REQUIRED INSURANCE

The Proposers will be required to secure and maintain the following insurance coverages:

A. Minimum limits

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
1. Workers' Compensation Coverage in accordance with RI Statutory requirements.
2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
3. Automotive Liability Insurance
 - \$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
 - \$1,000,000.00 property damage
4. All insurance coverage must provide under an occurrence policy. Claims made policies are not acceptable.

B. Certificate Requirements

1. Each Proposers must provide RIPTA a Certificate of Insurance upon award of the contract. Coverage indicated on certificate must be kept in effect at all times during the contract period.
1. The General Liability Coverage shall include Contractual Liability and Completed Operations Coverages. The General Liability coverage, certificates must name: RIPTA

and its respective directors, officers, employees, and affiliates as additional insureds. Reference should be made to project or job number and location.

2. A Waiver of Subrogation in favor of RIPTA must apply to the General Liability, Employers Liability, and Excess Liability / Umbrella policies.
3. Automobile Liability must cover any owned, rented, hired, or borrowed vehicles.
4. The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability s, Professional Liability and Environmental Liability policies (if required).
5. If Proposers is to use any subcontractor during the course of the project, the subcontractor must maintain the same limits and terms as the Proposers. Certificates of Insurance for subcontractors must be provided to RIPTA with the Proposer's Submittal after award of the Contract.
6. All certificates of insurance must indicate the carrier policy cancellation terms.
7. All proposers must utilize insurance companies with a "Best" Rating of no less than A-, Size VIII.

C. Special Coverages

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

RIPTA will entertain requests for a waiver of the requirements with regard to Commercial General Liability limits and Worker's Compensation Insurance on a case-by-case basis. RIPTA reserves the right to approve such requests, and or modify the requirements given a review of the project needs, and applicable federal/state regulations, requirements, and law. This request must be submitted through the Request for Approved Equal Process before award of the Contract.

Proposers shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

XXIII. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT

RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

A. 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 natural 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, 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 by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive order No. 11246, as amended, Rhode Island Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode

Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal Opportunity Office 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 non-compliance with the non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode Island, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended; Rhode Island Public Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; 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 the contracting agency, the Contractor may request the United States and the State of Rhode Island to enter into such litigation to protect the interest of the United States and the State of Rhode Island.

B. Age Discrimination

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or

advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

C. Employment of the Handicapped

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as at the following employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.
2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
5. In the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
6. This clause shall be included in all subcontracts. In the event that this contract exceeds \$10,000 but is less than \$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the

principal officials to be responsible for the establishment and operation of the program.

8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers, and records concerning employment and advancement of the handicapped.
9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.

In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:

11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or sub-contract.
12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

XXIV. CERTIFICATE OF NON-SEGREGATED FACILITIES

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

**XXV. NOTICE OF PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED
FACILITIES**

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USA 1001.

A. Affirmative Action Compliance Program

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

B. Employer's Information Report (EE)-1) Form 100

Contractor agrees to file in duplicate, Standard Form 100, entitled, "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

C. Notice to All Vendors

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null and void**.

D. Post Award Conference

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

E. Signature Required

Failure to provide a signature prior to Award to successful Proposers shall be cause for Rejection of Proposal.

**XXVI. GENERAL CONTRACT COMPLIANCE CERTIFICATE
& AGREEMENT FORM**
(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

PROPOSAL NO. 23-24

XXVII. DAVIS BACON ACT COMPLIANCE

I certify that I will comply with the Provisions of the Davis-Bacon Act for this project. I certify that I will pay the applicable Prevailing Wages as listed at the following web address:

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

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

XXVIII. CONTRACTOR APPRENTICESHIP CERTIFICATION FORM

**Rhode Island Department of Labor and Training Professional Regulation
(Applicable to Construction Contracts with a cost in excess of \$1 million)**

_____(Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1 because bidder meets one of the following qualifications (check):

- A. _____ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract.
- B. _____ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page).
- D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page).
- E. _____ Bidder will not perform work on the awarded contract except through subcontractors (nonperformance).
- F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Printed Name and Title of Authorized Representative

Date

Signature of Authorized Representative

XXIX. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Request for Proposals Number: 23-24
Project CCRI Warwick Enhanced Bus Service Project

The primary 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 eligible, or voluntarily excluded from 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 government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (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.
- 5) The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly notify RIPTA.

The primary participant _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Date

XXX. DEBARMENT CERTIFICATION

CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements, or third-party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a subcontractor, they must sign the "**Certification of a Subcontractor**" (If there is more than one subcontractor, they must all sign one of these forms.).

XXXI. CERTIFICATION OF A SUBCONTRACTOR FORM

Request for Proposals Number: 23-24

Project CCRI Warwick Enhanced Bus Service Project

The potential Subcontractor, _____
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The Subcontractor, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Print Signature

Date

XXXII. NON-RESIDENT CONTRACTOR INFORMATION

From: Department of Administration
Division of Taxation
289 Promenade Street
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"
Regulation Re: Contractors and Subcontractors - "Regulation C"
Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxes due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

DEFINITION OF NON-RESIDENT CONTRACTOR

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

In order to effectively implement this legislative change, which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark
Tax Administrator

XXXIII. DRUG & ALCOHOL TESTING PROGRAM

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles in and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which ensures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

XXXIV. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT
CONTRACT SERVICE PROVIDER
ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT

Employee Name: _____

Company Name: _____

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

Employee
Signature: _____ Date: _____

Return To: Drug and Alcohol Test Coordinator
Department of Human Resources
Rhode Island Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, Rhode Island 02907



CCRI Warwick Enhanced Bus Service Project Specifications

Dated: February 2023

Location:

400 East Avenue
Warwick, RI 02886

Owner:

RIPTA – Rhode Island Public Transit Authority
705 Elmwood Avenue
Providence, RI 02907

Engineer:

Michael Baker International
56 Exchange Terrace, Suite 400
Providence, RI 02903

SECTION 00 01 00 – TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>Number of Pages</u>
<i><u>Division 00 - Introductory Information</u></i>		
00 01 00	Table of Contents -----	2
00 01 50	List of Drawings -----	1
00 10 00	RFP Solicitation Summary -----	4
00 41 00	Bid Form -----	3
<i><u>Division 01</u></i>		
01 10 00	Summary-----	4
01 22 00	Measurement and Payment Procedures-----	1
01 31 00	Project Management and Coordination-----	6
01 33 00	Submittal Procedures -----	7
01 40 00	Quality Requirements -----	9
01 45 29	Testing Laboratory Services -----	3
01 50 00	Temporary Facilities and Controls -----	4
01 71 13	Mobilization -----	3
01 73 00	Execution -----	5
01 77 00	Closeout Procedures -----	4
01 78 39	Project Record Documents -----	3
<i><u>Division 03</u></i>		
03 30 00	Cast-In-Place Concrete -----	3
<i><u>Division 05</u></i>		
05 52 10	Pipe and Tube Railings -----	7
<i><u>Division 10</u></i>		
10 14 53	- Traffic Signage -----	3
<i><u>Division 26</u></i>		
26 56 13	– Security Camera System -----	3

Division 31

31 10 00 - Site Clearing -----	2
31 15 00 - Catch Basin Inlet Protection -----	3
31 20 00 - Earthwork -----	3
31 25 00 - Erosion and Sediment Control -----	3

Division 32

32 12 16 - Asphalt Pavement -----	2
32 12 17 - Granite Curbing -----	2
32 13 13 - Concrete Paving -----	2
32 14 01 Granite Paver Median -----	2
32 17 23 - Pavement Markings -----	4
32 17 26 - Tactile Warning Surfacing -----	2
32 31 19 - Decorative Metal Fences and Gates -----	2
32 33 01 - Bench -----	2
32 33 02 - Trash Receptacle -----	2
32 33 03 - Bus Shelter -----	3
32 92 50 - Grass and Plantings -----	2

Division 33

33 41 00 - Storm Drainage -----	2
33 41 10 - Manholes, Inlets and Catch Basins -----	2

END OF SECTION

SECTION 00 01 50 – LIST OF DRAWINGS

CCRI Transit Center

Dated: February 2023

<u>Drawing No.</u>	<u>Drawing Title</u>
G-001	COVER
C-001	CIVIL NOTES
C-002	CIVIL SYMBOLS, LEGEND, & ABBREVIATIONS
C-003	TYPICAL SECTIONS
C-004	BORING LOGS
C-011	EXISTING CONDITIONS PLAN
C-021	SITE PREPARATION PLAN
C-101	SITE PLAN
C-111	GRADING & DRAINAGE PLAN
C-121	SIGNING & PAVEMENT MARKING PLAN
C-131	LOCATION PLAN
C-141 - C-142	LANDSCAPE PLAN
C-201	PROFILE
C-301- C-304	CROSS SECTIONS
C-401	BUS SHELTER PLAN & ELEVATION
C-402	SITE RAMP
C-501 – C-506	CIVIL DETAILS
C-511	LANDSCAPE DETAILS

*****END OF SECTION*****

SECTION 00 10 00 – RFP SOLICITATION SUMMARY

General Information																																																						
Project Name	CCRI Warwick Enhanced Bus Service Project																																																					
Project Description	<p>Construction of four berth bus stop to replace existing. Work to include but not limited to the following:</p> <ul style="list-style-type: none"> - Supply and installation of sidewalk, curbing, detectable warning panels, accessible ramps, curb ramps and railings - Supply and installation of paving and granite pavers. - Supply and installation of four bus shelters - Supply and installation of signage and pavement marking - Supply and installation of ornamental fencing and trash receptacles. - Supply and install data screens in each shelter 																																																					
Project Start Date/Length	Spring 2023 – See Attachment C																																																					
Completion	Summer 2023 - See Attachment C																																																					
Contract Type	RI AIA Documents																																																					
Funding Source	<input type="checkbox"/> Local	<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Federal																																																			
DBE Goal	Not applicable, however encouraged.																																																					
Pre-Bid Meeting	<p>Date: 3/01/2023 Time: 10:00 AM Location: CCRI Warwick 400 East Avenue, Warwick, RI 02886</p>																																																					
Procurement Process Information																																																						
Contract Manager	Sheryl Gomes, Contract Manager Purchasing Department, Room 217 705 Elmwood Avenue, Providence, RI 02907 401-781-9400, x1281, sgomes@ripta.com																																																					
<p>*All correspondence during RFP must be through the Contract Manager.</p>																																																						
<p>Projected RFP Schedule: <i>Please refer to RIPTA Procurement for updates to all dates and times.</i></p> <table border="0"> <tr> <td>Issue Request for Proposals</td> <td>2/17/2023</td> <td></td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Onsite Pre-Bid Meeting</td> <td>3/01/2023</td> <td>10:00 AM</td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Deadline to submit Questions and Request for Approved Equals to RIPTA</td> <td>3/08/2023</td> <td>1:00 PM</td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Deadline to Submit Proposals</td> <td>3/22/2023</td> <td>1:00 PM</td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Board Consideration of Approval</td> <td>4/19/2023</td> <td>Board Meeting 4/19/2023</td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Notice of Award to bidder</td> <td>4/20/2023</td> <td></td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>RI EEOC Approval</td> <td>5/20/2023</td> <td></td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Start of Construction</td> <td>5/22/2023</td> <td></td> </tr> <tr> <td colspan="3">-----</td> </tr> <tr> <td>Completion of Construction</td> <td>8/22/2023</td> <td></td> </tr> </table>				Issue Request for Proposals	2/17/2023		-----			Onsite Pre-Bid Meeting	3/01/2023	10:00 AM	-----			Deadline to submit Questions and Request for Approved Equals to RIPTA	3/08/2023	1:00 PM	-----			Deadline to Submit Proposals	3/22/2023	1:00 PM	-----			Board Consideration of Approval	4/19/2023	Board Meeting 4/19/2023	-----			Notice of Award to bidder	4/20/2023		-----			RI EEOC Approval	5/20/2023		-----			Start of Construction	5/22/2023		-----			Completion of Construction	8/22/2023	
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<p><u>Proposal Evaluation Criteria:</u></p> <p>Candidates shall be evaluated based upon their qualifications and responsiveness to the RFP. Final selection shall be based on the following:</p> <ul style="list-style-type: none"> A. Qualifications / Experience / Past performance in comparable projects. B. Proposed Project Timeline C. Safety Program D. Pricing <p>Respondents can be awarded up to 100 points based on the requested information in the evaluation criteria. Proposals will be evaluated by an evaluation committee and scored based on the established weights set forth.</p>	<p><u>Timeline - 25 points</u></p> <p>Each proposal should include a project schedule that includes all major milestones, phases of construction, and completion date. A schedule limiting the duration of the project, interruptions of service, inactivity after mobilization is favorable.</p> <p><u>Qualifications /Experience /Past Performance in comparable projects – 25 points</u></p> <ul style="list-style-type: none"> -Describe your company’s qualifications as it relates to the scope of this work (certifications, licenses, etc...) -Provide examples of experience in ongoing and completed projects with similar scope. <p><u>Pricing - 25 points</u></p> <p>The respondent can receive up to 25 points for their proposed pricing and responsiveness to scope. This pricing must be inclusive of all scope outlined in the project RFP, schedule, drawings, and specifications. Proposal will not be considered if scope items are excluded within the proposal.</p> <p><u>Safety Program - 25 points</u></p> <p>Each proposal should include a brief description of the contractor’s commitment to safety and EMR rating. Please include information on your safety policies, procedures, department, and personnel training.</p>
<p>Basis of Award</p>	<p>This contract will be awarded to the contractor that submits the highest rated proposal of those received. Proposed pricing of project is only a portion of the criteria considered during award.</p> <p>The Rhode Island Public Transit Authority (RIPTA), reserves the right to cancel this RFP, or reject any or all proposals or parts thereof, to waive any formality in same, or accept any proposal deemed to be in the best interest of RIPTA. Any proposal not received by the designated date and time will be determined late and not be considered. Applicants may withdraw their proposals by written request, prior to, but not after the set time for proposal submission. Thereafter, proposals are irrevocable for a period of not less than one-hundred twenty (120) days, and may not be withdrawn or modified.</p>
<p>Liquidated Damages</p>	<p>Liquidated Damages will be assessed at the rate of \$1000.00 per calendar day after the agreed upon project’s Substantial Completion date.</p>
<p>Project Incentives</p>	<p>The contractor will receive an incentive of \$1000.00 per calendar day for completion of the project before the agreed upon project Substantial Completion date. The incentive will be limited to a maximum of 10 business days.</p>

Proposal Contents

Proposal Copies Required:

- One (1) Original
-
- One (1) Electronic Copies (thumb drive)

Proposal Content:

- Proposal shall include information that addresses all aspects of the proposal evaluation criteria and any other pertinent information.
- Completed Bid Form
- Completed forms from RIPTA Procurement's "Request for Proposal" listed below:
 - *Required Company Information Form*
 - *Solicitation Form*
 - *Offer Form*
 - *Statement of Eligibility Form*
 - *Affidavit of Non-Collusion Form*
 - *Certification of Restrictions on Lobbying Form*
 - *Buy America Certification Requirements For Procurement of Steel or Manufactured Products*
 - *Buy America Certification Requirements of Procurement of Buses, Rolling Stock, and Associated Equipment*
 - *Schedule of DBE Participation*
 - *DBE Application Agreement*
 - *Letter of Intent to Perform as a Sub-contractor,*
 - *DBE Good Faith Effort Summary Sheet*
 - *Narrative Explanation for Lack of DBE Participation E*
 - *Documentation of DBE Utilization F*
 - *General Contract Compliance Certificate & Agreement Form (EEO)*
 - *Contractor Apprenticeship Certification Form,*
 - *Certification of Primary Participant Form,*
 - *Debarment Certification*
 - *Drug & Alcohol Testing Program (if applicable)*
 - *Notice of Designation as Independent Contractor*
 - *W-9 Request for Taxpayer Identification Number and Certification*

RFP Documents

- RIPTA- CCRI Enhanced Bus Service Project Specifications – Dated: February 2023
- RIPTA-CCRI Enhanced Bus Service Project Drawings – Dated: February 2023

AIA DOCUMENTS FOR PREVIEW:

AIA Document A101-2017 RI (*Available for preview at www.aiacontracts.org*)

AIA Document A201-2017 RI (*Available for preview at www.aiacontracts.org*)

AIA G702-1992 (*Available for preview at www.aiacontracts.org*)

AIA G703-1992 (*Available for preview at www.aiacontracts.org*)

BACKGROUND

The enhanced bus improvements will be fully ADA compliant and will be designed to support up to 24 trips per hour. This includes the following proposed design elements:

- Four (4) bus berths with dedicated shelters
- Passenger seating, real-time information screens, waste receptacles, solar powered lighting, custom artwork glass panels
- Improved pedestrian and vehicular site access and safety
-

SCOPE OF PROJECT:

Includes, but not limited to:

1. Supply and install temporary construction fencing, safety signage, temporary traffic controls and erosion control devices.
2. Remove and dispose of existing pavements and sidewalks
3. Site work and paving.
4. Disposal of soils exceeding RIDEM regulatory criteria for soils as needed to perform work.
5. Concrete flatwork
6. Supply and install four (4) bus shelters and data screens
7. Supply and install signage
8. Line striping

END OF SECTION

SECTION 00 41 00 - BID FORM

BID OFFER FORM**CCRI Warwick Enhanced Bus Service Project**

400 East Avenue, Warwick, RI 02886

BIDDER INFORMATION

Contractors Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Contact Person: _____

Date Completed: _____

OFFER

- A. Having examined the place of the Work and all matters referred to in the Contract Documents prepared by Michael Baker International (Owner's designee for the above-mentioned project) and Rhode Island Public Transit Authority (Owner), we, the undersigned, hereby offer to enter into a Contract to perform the Work, **CCRI Warwick Enhanced Bus Service Project**, for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.
- B. The undersigned hereby understands that the Owner has the right to reject any and all bids and to award the contract in the best interest of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.
- C. The undersigned also understands that the contract must be carried out in strict accordance with the Contract Documents.

LUMP SUM BASE BID

Lump Sum Bid Price In Words	Lump Sum Bid – In Figures
_____	\$ _____

ALTERNATE BID ITEMS

Alt. Bid Item No.	Item Description	Unit of Measure	Unit Price – Words and (Figures)
1.	Mobilization to install bus shelters*	1 Week	<div style="border: 1px solid black; padding: 5px;"> Dollars and _____ Cents (\$ _____) </div>

***In the event the bus shelters are delayed beyond the control of the Contractor, the bus shelters and data screens will need to be installed after the contractor has already completed the project. The base bid shall include supply and installation. This add alternate will include mobilization costs only.**

BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder – Please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized Signee)

(Title)

(Date)

(Seal)

(Notary Public Signature and Seal)

(Date)

If the Bid is a joint venture of partnership, add additional forms of execution for each member of the joint venture in the appropriate form of forms as above.

*****END OF SECTION*****

DIVISION 01

SECTION 01 10 00 – SUMMARY

PART 1 – GENERAL

1.1 Summary

- A. Section Includes:
 1. Project information.
 2. Work covered by Contract Documents.
 3. Schedule
 4. Access to Project Site.
 5. Work restrictions.
 6. Requires Licenses

1.2 References

- Attachment A: CCRI Enhanced Bus Service Project Drawings - Dated: December 2022
- Attachment B: RIPTA - CCRI Enhanced Bus Service Specifications – Dated: December 2022
- Attachment C: CCRI Enhanced Bus Service RFP Schedule – Dated: December 2022
- Attachment D: AIA Document A101-2017 RI (*Available for preview at www.aiacontracts.org*)
- Attachment E: AIA Document A201-2017 RI (*Available for preview at www.aiacontracts.org*)
- Attachment F: AIA G702-1992 (*Available for preview at www.aiacontracts.org*)
- Attachment G: AIA G703-1992 (*Available for preview at www.aiacontracts.org*)
- Attachment H: Bid Form

1.3 Project Information

- A. Project Identification: CCRI Transit Center
- B. Project Code: CCRIEBS
- C. Project Location: 400 East Avenue Warwick, RI 02886
- D. Owner: Rhode Island Public Transit Authority
 1. Owner's Jack Plouffe, RIPTA
 2. Owner's Address: 705 Elmwood Avenue, Providence, RI 02907
 3. Owner's Telephone: 401-573-4777
- E. Owner's Designee: Michael Baker International
 1. Owner's Designee Representative: Pete Maiorana

2. Owner's Designee Address: 56 Exchange Terrace, Suite 400, Providence , RI 02903
3. Owner's Designee Representative Telephone: 401-824-3614

1.4 Work Covered By Contract Documents

- A. Description of Work: The Work includes, but is not limited to, the following general item descriptions:
 1. Install fencing, temporary traffic controls and erosion control devices.
 2. Remove existing pavements and sidewalks
 3. Site work and paving.
 4. Disposal of soils exceeding RIDEM regulatory criteria for soils as needed to perform work.
 5. Sidewalks and concrete flatwork
 6. Bus shelter installations
 7. Sign installations
 8. Line striping

1.5 Type of Contract:

- A. Project will be constructed under a single prime contract utilizing RI AIA documents.

1.6 Contract Schedule

- A. The number of days within which, or the dates by which, have been approved by the Owner and Bidder in the Contract Schedule. The Work is to be completed and ready for final payment as set forth in the Agreement.
- B. The Agreement will establish dates and/or durations for the following:
 1. Issuing of Contract
 2. Submittal Submission
 3. Submittal Approval
 4. Mobilization
 5. Commissioning and Training
 6. Demobilization
 7. Substantial Completion
 - a. Substantial Completion occurs when the project, or a portion of the project, is fit for its intended use and the Owner can occupy and use the property.
 8. Punch List
 9. Completion of Project
- C. A detailed project schedule shall be developed by the Contractor, and approved by the Owner, after award of contract outlining project activities, phases, milestones, shut downs, cutovers, or any other pertinent information.

1. The Contractor shall maintain a Gantt chart schedule from award of contract through final closeout and make the schedule readily available for the Owner and project team.
 2. Schedule shall include the following:
 - a. Project Name, Run Date, Revision Number
 - b. Duration (Working Days)
 - c. Duration (Calendar Days)
 - d. Activity Start and Finish dates
 - e. Actual Activity start and Finish dates
 - f. Activity Predecessors and Successors
 3. Coordinate and sequence Work to limit the duration of disturbance to project site.
 4. Coordinate Work to limit inactivity after Mobilization.
 5. Schedule should be updated **weekly** and be available for discussion during project meetings. Updated schedules will be subject to approval by the Owner.
- D. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that Owner caused delays on the Project may be offset by Owner caused timesaving (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Owner caused timesaving are exceeded and the contract completion date is also exceeded.
- E. A detailed **3** Week Look-Ahead shall be submitted weekly outlining upcoming tasks, inspections, phase changes, shut downs, cutovers, and anything required of the Owner for the listed activities to stay on schedule.

1.6 Access To Project Site Trucks and deliveries Access site thru the Commonwealth Ave Entrance

- A. General: Contractor shall have use of premises within contract limits, also referred to as the Limit of Disturbance, as shown on the Drawings for construction operations. Contractor's use of premises is limited by the Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of surrounding areas: Limit use of the surrounding area outside the Limits of Disturbance, to Work in areas shown on Drawings. Do not disturb areas beyond which the Work is indicated. The area, outside of the Limits of Disturbance, is available during construction after coordination and approval by Owner. Storage of materials, equipment, and vehicles shall be within the Limit of Disturbance and shall be for use on the project where stored.

- C. Driveways, Walkways and Entrances: Keep driveways and entrances around the project site clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Coordinate temporary blockage of these areas with Owner.

1.7 Work Restrictions

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - 2. On-Site Work Hours: As permitted by local jurisdiction
 - 3. Allow emergency vehicles access to all areas of the site and pass unimpeded at all times.
 - 4. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - a. Notify Owner not less than five days in advance of proposed utility interruptions.
 - b. Obtain Owner's written permission before proceeding with utility interruptions.
 - 5. Use of tobacco, alcohol, electronic vapes, controlled substances, and illicit drugs are prohibited on project site and surrounding areas. Anyone found with alcohol, controlled substances or illicit drugs on their person, or in their vehicle, on site or in the surrounding areas will be removed from site. Work will be suspended at the Contractors expense until a meeting can be scheduled between Owner and Contractor. At this time, the Owner reserves the right to terminate any and all contracts with Contractor.
 - 6. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. Personnel shall have their companies name or logo on the outmost piece of clothing or hard hat. Personnel shall not wear any garment showing the name of a company other than the one they are employed.
 - 7. Contractor shall supply and maintain sign-in sheets and provide copy in close-out package.

1.8 Required Licenses

- A. Contractor or Sub-contractor must have the required licenses and certifications to perform the Work according to federal, state and municipal requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

*****END OF SECTION*****

SECTION 01 22 00 – MEASUREMENT AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 General

- A. Measurement: Notify Owner, or Owner's Designee, at least 48-hours prior to the time at which necessary measurements must be taken. Notification must be in advance of obscuring pay item. Do not proceed until such measurements have been taken in the presence of the Owner or Owner's Designee.

1.2 List of Payment Items

- A. The payment items listed below identify the major components of work identified and specified in the Contract Documents. Work that is not specifically called out within an individual payment item but is inherently required to complete the Work shall be considered as a part of that payment item.
- B. Specification Sections are referenced below for the convenience of the Contractor only and are not intended to identify the sole or complete location of specified work required under the payment item.

1.3 List of Lump Sum Base Bid Items

- A. Lump Sum Base Bid Item 1 – Base Bid Items as outlined in the Bid Form.
- B. Measurement: As measured by the Owner, or Owner's Designee, pro-rated with the Contractor's progress of work at the Project Site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

*****END OF SECTION*****

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 Summary

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs)
 - 3. Project meetings.
- B. Related Sections:
 - 1. Section 01 71 13 "Mobilization."

1.2 Definitions

- A. RFI: Request of Owner, or Owner's designee, seeking clarification or interpretation of the Contract Documents.

1.3 General Coordination Procedures

- A. Coordination: Coordinate construction operations included in multiple sections of the Specifications and Drawings to ensure efficient and orderly installation of each part of the Work.
 - 1. Coordinate with Owner's Personnel or Owner's sub-contractors as required. Include these individuals in the weekly project meetings and distribution of applicable information.
 - 2. Coordinate and sequence Work to limit the duration of disturbance to project site.
 - 3. Coordinate Work to limit periods of inactivity after Mobilization.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Make adequate provisions to accommodate items scheduled for installation at a later date.
- E. Contractor, at a minimum, shall hold weekly project meetings inclusive of the Owner and Owner's Designee. Contractor shall coordinate for the appropriate project team members to attend, document meeting with meeting minutes (distributed within 24 hours of meeting), and supply weekly an updated Schedule and two (2) Week Look Ahead. Location of meeting to be coordinated with Owner.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and electronically submit a RFI in the form specified or agreed upon.
- B. Owner, or Owner's Designee, will return RFIs submitted directly to the Owner, or their Designee, by other entities controlled by Contractor with no response.
- C. Coordinate and submit RFIs in a prompt manner as to avoid delays in Contractor's work or work of sub-contractors.
- D. Content of the RFI: Include a detailed, legible description of the request needing additional information or interpretation, and the following:
 - 1. Project name
 - 2. Project number
 - 3. Date Submitted
 - 4. Name of Contractor, Name of Owner, Name of Engineer.
 - 5. RFI number, numbered sequentially.
 - 6. RFI Title (Title should clearly represent the topic of the RFI)
 - 7. RFI Request (Request should clearly identify the additional information required).
 - 8. Specification Section number, title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and condition, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature
- E. Contractor shall give Owner written notification of impacts to Time or Contract Sum within 2 days of RFI response if necessary. Or prior to expenditure of additional funds requiring reimbursement.
- F. RFI Log: When RFI's are submitted to the Owner, or Owners Designee, prepare, maintain, and submit a printed log of RFIs organized by the RFI number. Submit log weekly for review. Log shall include the following:
 - 1. Project name.
 - 2. Name and address of Contractor
 - 3. Name and address of Owner.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI Status (Open, Closed, Void)
 - 6. RFI Titles
 - 7. Date the RFI was submitted.
 - 8. Date Owner or its designee's response was received
 - 9. Days RFI response is overdue

10. Cost impact (Time or Contract sum)

- G. On receipt of Owner or its designee's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner or its designee within 2 days if Contractor disagrees with response.

1.5 Project Meetings

- A. Project Kick-Off Meeting: **Contractor** shall schedule and conduct a Project Kick-Off meeting within 2 weeks of being awarded the Project, at a time convenient to Owner and Owner's Designee.
1. Attendees: Authorized representatives of Owner, Owner's Designee, Contractor, and their Sub-contractors.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Project Schedule
 - b. Permitting schedule Risk Review
 - c. Phasing Plans
 - d. Designation of key personnel and their duties
 - e. Communications protocols
 - f. Procedures for processing field decisions and Change Orders
 - g. Procedures for RFIs
 - h. Procedures for testing and inspecting
 - i. Procedures for processing Applications for Payment
 - j. Distribution of the Contract Documents
 - k. Submittal procedures
 - l. Contractors Submittal Log
 - m. Contractors Log of Anticipated Tests and Inspections for use during construction
 - n. Preparation of record documents
 - o. Use of the premises
 - p. Work restrictions
 - q. Working hours
 - r. Responsibility for temporary facilities and controls
 - s. Construction waste management and recycling
 - t. Parking availability
 - u. Equipment deliveries and priorities
 - v. Health and safety
 - w. First aid
 - x. Security
 - y. Progress cleaning
 3. Minutes: **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, and other attachments discussed during meeting.

- B. *Pre-Construction Meeting:* **Contractor** shall schedule and conduct a Pre-Construction Meeting 5 days before Mobilization to review responsibilities and personnel assignments, at a time convenient to Owner and its designee.
1. Attendees: Authorized representatives of Owner, Owner's Designee, Contractor, Contractor's superintendent and foreman, major sub-contractors, and other concerned parties shall attend the conference.
 - a. Participants at the conference shall be familiar with the project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Project Schedule / 3 week look ahead
 - b. Phasing and mobilization
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Project directory with email and phone numbers.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs / Review any current RFI's
 - h. Procedures for testing and inspecting.
 - i. Contractors Log of Anticipated Tests and Inspections for use during construction.
 - j. Use of the premises.
 - k. Work restrictions
 - l. Working hours.
 - m. Temporary facilities.
 - n. Construction waste management and recycling.
 - o. Parking availability and site access.
 - p. Equipment deliveries and priorities.
 - q. Health and safety plan and requirements
 - r. First aid.
 - s. Security.
 - t. Progress cleaning.
 3. Minutes: **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, and other attachments discussed during meeting.
- C. *Weekly Progress Meetings -* **CONTRACTOR** shall schedule and conduct weekly meetings and/or conferences at the Project Site.
1. Attendees: Contractor to inform participants, and any additional individuals whose presence is required, of date and time of each meeting. Notify Owner, Owner's Designee, other Contractor and Sub-contractors of scheduled meeting dates and times. Contractor's attendance is mandatory.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees. The meeting agenda should include the following at a minimum:
 - a. Health and safety requirements / Issues.
 - b. Project Schedule / 3 week Look-Ahead / Delays.
 - c. Submittal Reviews
 - d. Submitted or Upcoming RFI's.

- e. Submitted or upcoming Change Orders
 - f. Risk Mitigation Log
 - g. General Discussion Items
 4. Minutes: **Contractor** will record significant discussions and agreements achieved during the meeting. **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, submittal log, RFI log and other attachments discussed during meeting.
- D. *Project Closeout Conference:* **Contractor** shall schedule and conduct a project closeout conference to review requirements and responsibilities related to Project closeout, at a time convenient to Owner and its designee, but no later than 10 days prior to the scheduled date of Substantial Completion. (Substantial Completion occurs when the project, or a portion of the project, is fit for its intended use and the Owner can occupy and use the property)
1. Attendees: Authorized representatives of Owner, Owner's Designee, Contractor, and their Sub-contractors.
 2. Agenda: Discuss items of significance that could affect or delay project closeout, including the following:
 - a. Preparation of record documents
 - b. Procedures required for Substantial Completion, Final Inspection, and Closeout
 - c. Submittal of written warranties
 - d. Lien waiver requirements
 - e. Requirements for preparing operations and maintenance data
 - f. Preparation of Contractor's punch list
 - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment
 - h. Responsibility for removing temporary facilities and controls
 3. Minutes: **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, and other attachments discussed during meeting.
- E. *Safety Meetings:* At a minimum, The **Contractor** shall schedule and administer a weekly Safety Meeting.
1. Attendees: Owner and Owner's Designee, each Contractor including all onsite employees, Sub-contractors including all onsite employees, suppliers, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with OSHA regulations relating to the Work.
 2. Agenda: Review topics of significance that could affect safety. Include topics for discussion as appropriate to the phase of the Project. Review present and future concerns, including the following:
 - a. Proposed Work activities for that week and/or day.
 - b. Current hazards and risks onsite.
 - c. Anticipated weather conditions.
 - d. Anticipated changes to site conditions.
 - e. "Tool Box Talk" with topic that relates to on site activities.

F. *Daily Arrival Meeting*: All Contractor employees, visitors, vendors, and sub-contractors to the Project Site shall sign in with the **Contractor** before entering the property and sign the visitor log book. Log book should contain the following for each signee:

1. Legal Name
2. Company Name
3. Phone Number
4. Time In / Time Out

Contractor shall maintain the visitor log book throughout the duration of the Project. The site-specific Health and Safety Plan (HASP) should be available to all visitors and be kept with visitor log book.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

*****END OF SECTION*****

SECTION 01 33 23 - SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 Summary

- A. Section includes requirements for the Submittal Log, and administrative procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals. ALL PRODUCTS INCORPORATED INTO THE CONSTRUCTION OF THIS PROJECT ARE REQUIRED TO BE SUBMITTED FOR APPROVAL REGARDLESS IF IT IS, OR IS NOT, INCLUDED IN THE SPECIFICATIONS.
- B. Comply with requirements specified in other Specification Sections, Contract Documents, and the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 EDITION (AMENDED MARCH 2018).

1.2 Definitions

- A. *Submittals*: Written, graphic information, and/or physical samples that require the Owner's and their designee's responsive action prior to fabrication, procurement, and/or installation of item. Submittals are indicated in individual Specification Sections as "Submittals."
- B. *Informational Submittals*: Written and graphic information and physical samples that do not require the Owner's and its designee responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals not indicated in individual Specification Sections as "Submittals."
- C. *File Transfer Protocol (FTP)*: A file sharing program such as ProCore, or an approved equal, shall be used to enable transfer of files to and from the Owner and Contractor.
- D. *Portable Document Format (PDF)*: A versatile file format that gives people an easy, reliable way to present and exchange documents - regardless of the software, hardware, or operating systems being used by anyone who views the document..

1.3 Submittals

- A. *Submittal Log*: **Contractor** to submit a log of submittals, arranged in chronological order by specification section. Include the following information in the Submittal Log:
 - 1. Status.
 - 2. Product Name
 - 3. Specification Number
 - 4. Date Submitted for Review
 - 5. Response required date
 - 6. Days the response is overdue
 - 7. Date Submittal was Returned

8. Lead Time of Product
9. Order Release Date
10. Ship Date
11. Tracking Numbers
12. Arrival Date

Submit Submittal Log for review concurrently with Kick-Off Meeting. Mark those submittals requiring immediate attention to maintain orderly progress of the Work and those required early due to long lead time for manufacture or fabrication. ALL PRODUCTS INCORPORATED INTO THE CONSTRUCTION OF THIS PROJECT ARE REQUIRED TO BE SUBMITTED FOR APPROVAL REGARDLESS IF IT IS, OR IS NOT, INCLUDED IN THE SPECIFICATIONS.

- B. *Project Administrative Submittals*: Submit the following information for approval:
1. Project Schedule – to be provided at Kick-Off Meeting
 2. Site Phasing Plan – to be provided at Kick-Off Meeting
 3. Contractor and Sub-contractor Licenses – to be provided at Kick-Off Meeting
 4. Health and Safety Plan – to be provided at Kick-Off Meeting
 5. List of Sub-contractors – to be provided at Kick-Off Meeting
 6. Quality Control Plan – to be provided at Pre-Construction Meeting
 7. Submittal Log – to be provided at Kick-Off Meeting.
 8. Pre-Construction Photos – to be submitted prior to Mobilization
 9. As-Built drawings – to be provided during Project Closeout
 10. Operation and Maintenance Manual/Owner's Manual – to be provided during Project Closeout
- C. *Coordination*: Coordinate preparation and processing of submittals with sequence of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on reviewed Submittal Log.
 3. Submit Submittals and Informational Submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 5. Owner, or Owner's Designee, reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 6. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
 - a. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals far enough in advance of the Work to permit processing, including resubmittals.

- b. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner or its designee will advise Contractor when a submittal being processed must be delayed for coordination.
 7. Intermediate Review: If an intermediate submittal is necessary, process it in same manner as initial submittal.
 8. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Electronic Submittals: Submittals shall only be transmitted digitally unless submittal is a physical sample or mockup. Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form.
 - a. Name file with project identifier, submittal number, revision number, and submittal title.
 - b. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., PARAFL-01 33 23.01).
 - c. Resubmittals shall include a suffix "R#" after another decimal point (e.g., PARAFL-01 33 23.01.R1).
 - d. Provide means for insertion to permanently record Contractor's review and approval markings, and action taken by Owner or its designee.
 - e. Transmittal Form for Electronic Submittals: Use consistent electronic form acceptable to Owner.
- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal. Note date and content of previous submittal. Note date and content of revision in label or title block and clearly indicate extent of revision throughout submittal.
 1. The Contractor shall resubmit the relative plans, documents, ect. until they are marked with approval notation from the Owner's action stamp. .
 2. After a total of two (2) submissions of the same section, the Contractor shall incur the costs of each subsequent submittal at \$1,200.0 each. The Contractor will continue incurring said cost until marked with the Owner's action stamp.
 - a. Should it be the Owner's opinion that the Contractor has re-numbered submittal documents, or conducted similar practices to avoid this fee, the cost incurred shall become \$2,400.00 for the duration of the project for each resubmittal meeting Section 01 33 23(E)(1)(2) thereafter.
- F. Distribution: Contractor to furnish copies of final submittals to manufacturers, sub-contractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- G. Use for Construction: Retain complete copies of submittals on the project site or make available to field personnel digitally. Use only approved submittals that are marked with approval notation from Owner's action stamp.

PART 2 – PRODUCTS

2.1 Submittal Procedures

- A. *General Submittal Procedure Requirements:* Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. ALL PRODUCTS INCORPORATED INTO THE CONSTRUCTION OF THIS PROJECT ARE REQUIRED TO BE SUBMITTED FOR APPROVAL REGARDLESS IF IT IS, OR IS NOT, INCLUDED IN THE SPECIFICATIONS. Submit electronic submittals as PDF electronic files via ProCore, or approved equal, furnished and maintained by the Contractor, and giving access to all project team members. Owner, will return annotated file. Contractor to retain one copy of file as an electronic project record document file for closeout.
- B. *Certificates and Certifications Submittals:* Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- C. *Product Data:* Collect information into a single submittal for each element of construction and type of product or equipment. If information must be specially prepared for submittal because standard published data are not suitable for use. Mark each copy of each submittal to show which products and options are applicable. Include the following information, as applicable:
 - 1. Manufacturer's catalog cuts.
 - 2. Manufacturer's product specifications.
 - 3. Standard color charts.
 - a. Supply hard copy of manufactures color chart for selection. Include a photo of color chart in digital submittal.
 - 4. Statement of compliance with specified referenced standards.
 - 5. Testing by recognized testing agency.
 - 6. Application of testing agency labels and seals.
 - 7. Notation of coordination requirements.
 - 8. Availability and delivery time information.
 - 9. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - e. Submit Product Data before or concurrent with Samples.
- D. *Shop Drawings*: Prepare project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Owner's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions **established by field measurement**.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file via ProCore or approved equal.
 - b. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Include a photo of physical samples or mockups in digital submittal for record. Samples include, but are not limited to, the following:
 1. Partial sections of manufactured or fabricated components
 2. Small cuts or containers of materials.
 3. Complete units of repetitively used materials.
 4. Swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 5. Number of Samples: Submit two sets of Samples. Owner will retain both Sample sets.
- E. *Test and Inspection Reports and Log of Tests and Inspections Submittals*: Comply with required testing specified in the Contract Documents. Contractor's Testing agency shall copy Owner and Owner's Designee on the original distribution of results. Contractor shall compile all final test reports and formally submit for closeout.
- F. *Qualification Data*: Prepare written information that demonstrates capabilities and experience of firm or person. Include copies of all licenses and certifications for each employee working on site.
 1. Contractor or Sub-contractor must hold all licensee required to perform the work
 2. Contractor or Sub-contractor must hold and submit the following licenses, at a minimum, to perform the Work:

- G. *Installer Certificates*: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific project.
- H. *Manufacturer Certificates*: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- I. *Product Certificates*: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. *Material Certificates*: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. *Material Test Reports*: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents. Contractor's Testing agency shall copy Owner and Owner's Designee on the original distribution. Contractor shall compile all final test reports and formally submit for closeout. Reports include, but is not limited to:
 - 1. Environmental testing for all imported materials (loam, fill, gravel borrow, etc.)
 - 2. Environmental testing for all exported materials
 - 3. Concrete testing including: air content, slump, concrete temperature, and compression test specimens.
 - a. Compressive-Strength Tests at 7 days, 14 days and 28 days. (include 3 day breaks as required to accelerate schedule)
 - 4. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. *Research Reports*: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. *Pre-Construction Test Reports*: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed

before installation of product, for compliance with performance requirements in the Contract Documents.

- N. *Field Test Reports*: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. *Design Data*: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 Owner's Action

- A. Submittals: Owner or its designee will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner or its designee will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Furnish As Submitted: No response is required by the Contractor.
 - 2. Furnish as Noted: Contractor shall review Owner's annotations and Furnish accordingly.
 - 3. Rejected: Contractor shall resubmit until Owner finds submittal satisfactory.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Owner.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Owner without action.
- E. The Owner has the right to approve or reject any submittals and oversee critical project concerns.

*****END OF SECTION*****

SECTION 01 40 00 - QUALITY REQUIREMENTS**PART 1 – GENERAL****1.1 Summary**

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the sections that specify those activities. Requirements in those sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Owner or Owner's designee, or authorities having jurisdiction are not limited by provisions of this section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.2 References

- A. Construction Documents and Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 EDITION (AMENDED MARCH 2018)

1.3 Definitions

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner or Owner's Designee.
- C. Preconstruction Testing: Tests and inspections performed specifically for a project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- D. **Product Testing:** Tests and inspections that are performed by a Nationally Recognized Testing Laboratory, a National Voluntary Laboratory Accreditation Program, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Sub-contractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- H. **Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 Conflicting Requirements

- A. **Referenced Standards:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner or Owner's Designee for a decision before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner or Owner's Designee for a decision before proceeding.

1.5 Submittals

- A. **Contractor's Quality-Control Plan:** For quality-assurance and quality-control activities and responsibilities.

- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Log of Tests and Inspections - Prepare in digital form for approval and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Results indicating Pass or Fail when received.

1.6 Contractor's Quality-Control Plan

- A. Quality-Control Plan, General: Submit quality-control plan not less than five days prior to Project Kickoff Meeting. Submit in format acceptable to Owner or Owner's Designee. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for the Project. Project quality-control manager may also serve as project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal preparation and review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive log of Work requiring testing or inspection prior to acceptance by the Owner, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Required tests and inspections, and Contractor-elected tests and inspections, include but are not limited to:
 - a. Pre-commissioning test reports.
 - b. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - c. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into

compliance with standards of workmanship established by Contract Document requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Owner or Owner's designee has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 Reports And Documents

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results. (Pass / Fail)
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on re-testing and re-inspecting.
 - 14. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the Name, address, and telephone number of technical representative making report.
 - 15. Distribution list for inspection results

- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.
6. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 Quality Assurance

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Work and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Work and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling products that are similar in material, design, and extent to that indicated for this Work, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally licensed to practice in the State of Rhode Island jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Professional Land Surveyor Qualifications: A professional land surveyor who is legally qualified to perform topographic and property line surveys in the State of Rhode Island and who has sufficient experience providing record documents or other required services.
- G. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- H. Testing Agency Qualifications: Shall be an acceptable Testing Agencies recognized by a NRTL, an NVLAP, or an independent agency with the experience and capability to conduct

- testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- I. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Owner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 Quality Control

- A. Contractor Responsibilities: Tests and inspections are the Contractor's responsibility and shall be completed in accordance with the Contract Documents. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Re-testing/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents at the contractors expense.
- C. Testing Agency Responsibilities: Cooperate with Owner, Owner's designee and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner, Owner's designee and Contractor promptly of irregularities or when deficiencies are observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and conducted.
 3. Conduct and interpret tests and inspections and state within each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through distribution list established at the beginning of the project. Owner and Owner's Designee shall be on distribution list.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- D. Associated Services: All project members will cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify project team sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspecting equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- F. Log of Tests and Inspections: Prepare a Log of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 1. Distribution: Distribute Log to Owner, Owner's designee, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 Acceptable Testing Agencies

- A. Testing shall be conducted in accordance with the local and state regulations and site specific permits.

3.2 Test And Inspection Log

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Results indicating Pass or Fail when received.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner's reference during normal working hours.

3.3 Repair And Protection

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore areas and extend restoration into adjoining areas.
- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

*****END OF SECTION*****

SECTION 01 45 29 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 Summary

- A. This Section consists of requirements for the services of independent Testing Laboratories to perform specified testing of work and materials at the Project Site.
- B. Related Sections:
 - 1. Section 01 40 00 "Quality Requirements"

1.2 Requirements

- A. Testing shall be conducted in accordance with the local and state regulations and site specific permits.
- B. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform work in accordance with Contract.

1.3 Submittals

- A. Contractor shall submit for Owner's, or Owner's Designee, approval the name and qualifications of the independent Testing Laboratory prior to the commencement of work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Laboratory duties

- A. Demonstrate expertise in providing services as specified in the Contract Documents.
- B. Test the samples submitted by Contractor.
- C. Cooperate with Owner, Owner's designee and the Contractor; provide qualified personnel promptly on notice. Perform specified inspections, sampling and testing of materials and methods of construction; ascertain compliance with requirements of Contract Documents.
- D. The Testing Laboratory shall perform specified inspections, sampling, testing of materials and methods of construction as described in the Contract Documents.
- E. The Testing Laboratory shall promptly notify the Owner or its designee of observed irregularities or deficiencies of work or products and shall perform additional testing as

required. The Testing Laboratory shall promptly submit reports electronically for each test per the pre-established distribution list. Each report shall include:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Location of sample or test in the Project. Sample locations shall be shown on site plan sketch.
6. Names of individuals making tests and inspections.
7. Description of the Work and test and inspection method.
8. Identification of product and Specification Section.
9. Complete test or inspection data.
10. Test and inspection results and an interpretation of test results. (Pass / Fail)
11. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
12. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
13. Name and signature of laboratory inspector.
14. Recommendations on re-testing and re-inspecting.
15. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the Name, address, and telephone number of technical representative making report.
16. Distribution List for inspection results
17. Interpretation of test results.

- F. The Testing Laboratory shall not be authorized to release, revoke, alter or enlarge upon any requirements of the Contract Documents, and Laboratory shall not approve or accept any portion of the Work that does not conform to these Specifications.
- G. Laboratory may not assume any duties of the Contractor, and the Laboratory has no authority to stop work.

3.2 Contractor's responsibility

- A. Cooperate with Laboratory personnel and provide access to work and facilitate the execution of the Laboratory's required services.
- B. Provide to Laboratory representative samples of materials to be tested in required quantities.
- C. Furnish labor and facilities to provide access to work to be tested, to obtain and handle samples at the project site, and to facilitate inspections and tests.

- D. Notify Laboratory sufficiently in advance of operations to allow for its assignment of personnel and schedule of tests.
- E. Arrange with Laboratory, and pay for, any additional samples and testing required for Contractor's convenience.
- F. Arrange with Laboratory, and pay for, any additional inspections, sampling and testing required when initial tests indicate that work does not comply with Contract Documents.
- G. Arrange for and conduct any inspections required by State and/or local building, fire protection, safety, health or environmental officials.
- H. Testing shall be provided by the Contractor; the Contractor will supply any laborers and equipment necessary for performing the testing at no additional cost. This work may include, but is not limited to, providing materials and samples and revising or repairing work to meet the intent of the plans and specifications. **The Contractor is also responsible for any costs associated with conformance testing performed by an Independent Laboratory.**

*****END OF SECTION*****

SECTION 01 50 00 - TEMPORARY FACILITIES, EQUIPMENT AND CONTROLS**PART 1 - GENERAL****1.1 Summary**

- A. Section includes requirements for temporary utilities, support facilities, and security.

1.2 Use Charges

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner or Owner's designees, testing agencies, and authorities having jurisdiction.

1.3 Submittals

- A. For each temporary system, Contractor shall submit their plan for installing, utilizing, and removing the temporary system.
1. Submittal shall include any required drawings, data sheets, and/or calculations for the system.

PART 2 - PRODUCTS**2.1 Materials**

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel with sand bags for supporting posts.
1. Temporary Fencing should be new or in "like new" condition.
 2. Temporary fencing shall be maintained daily.
- B. Plastic Sheet: Polyethylene sheeting, 6-mil minimum thickness. Fire Retardant Plastic Sheeting only.
- C. Materials utilized for temporary connections and utilities shall conform to the same standards as the materials being provided for permanent installation under the scope of this Work.

2.2 Temporary Facilities

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
- C. Temporary Bus Stop: Provide temporary bus stops when existing bus stops are blocked during construction activities or are unusable.
 - 1. Temp Bus Stop needs to comply with ADA and RIPTA standards.
- D. Dumpsters for Construction Waste: Contractor shall provide waste-collection containers in sizes adequate to handle waste from construction operations for the duration of the project.
 - 1. Comply with requirements of authorities having jurisdiction.
 - 2. Dumpster shall be swapped out when full; and debris should never extend above the top of the dumpster.
 - 3. Dumpster shall be covered when active loading is not taking place.
 - 4. Location of dumpster shall be adequately protected to prevent pavement damage, damage to the surrounding area, and staining.
- E. Restroom facilities: Contractor shall provide sanitary temporary restroom facilities for construction site employees only and they shall comply with OSHA standards for construction sites.
 - 1. The contractor shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees. Such facilities shall be in near proximity to the worksite and shall be so equipped as to enable employees to remove such substances.
 - 2. Contractors are not permitted to use CCRI facilities.

2.3 Temporary Equipment

- A. Fire Extinguishers: Contractor to provide portable, UL rated; fire extinguishers with correct class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 Installation, General

- A. Locate facilities where they will serve project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work. Indicate location of facilities on all phasing plans and coordinate with Owner.
- B. Dispose of or remove all temporary materials at the completion of the project.

3.2 Temporary Utility Installation

- A. Install temporary service or connect to existing services as necessary to complete the construction operations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Service facilities to maintain sanitary conditions at all times.

3.3 Security And Protection of Existing Facilities:

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair any damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project Site during the course of Project. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Storm water Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Construction Documents.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so project site will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

- H. Confirm current site enclosure fencing is in good condition and in accordance with the Drawings.
 - 1. Extent of Fence: As indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish a set of keys to Owner.

- I. Barricades, warning signs, and lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- J. Termination and Removal: Remove each temporary facility when need for its service has ended or when it has been replaced by authorized use of a permanent facility. If necessary, complete Work that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into final product. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in 01 77 00 "Closeout Procedures."

*****END OF SECTION*****

SECTION 01 71 13 – MOBILIZATION

PART 1 - GENERAL

1.1 Summary

- A. This Section includes work necessary for the movement of personnel, equipment, and operating supplies to and from the project site.

1.2 Informational Submittals

- A. Site-specific Health and Safety Plan (HASP).

1.3 Coordination

- A. Contractor shall schedule and conduct a *Pre-construction Meeting* 5 days before Mobilization to review responsibilities and personnel assignments, at a time convenient to Owner and their Designee.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Health and Safety

- A. The Contractor shall prepare a site-specific HASP in accordance with 29 CFR Part 1926 and 29 CFR Part 1910.120: Hazardous Waste Operations and Emergency Response of the Occupational Safety and Health Administration (OSHA). A copy must be maintained on-site at all times and be available for examination by the Owner and its designee.
 - 1. Reference section 30 01 20 and include required documentation in HASP
- B. The Contractor shall designate a field site Health and Safety Officer (HSO) who will be responsible for ensuring that the Contractor's employees and the Contractor comply with the HASP.
- C. The Contractor is solely responsible for providing a safe work environment for its employees, agents, authorized personnel, Owner's personnel, authorized representatives, authorized consultants, visitors, and/or similar entities in accordance with all applicable federal, state and local laws and regulations during the completion of the Work. Specifically, requirements for worker protection, and safe handling and management of several categories of project site hazards must be assured for hazardous substances as defined under 40 CFR 260-270 under 29CFR 1910.120 (OSHA HAZWOPER).

- D. When any support system is used that requires design by an engineer, copies of the design stamped by a Professional Engineer registered in the State of Rhode Island shall be submitted to the Owner or Owner's Designee.
- E. The Contractor has full responsibility to comply with all provisions of the State of Rhode Island Public General Statutes concerning Occupational Safety and Health. Any fines levied against the Contractor for violations shall be the Contractor's responsibility.
- F. Consultants, Contractors, Sub-contractors and all other workers shall follow the Owner's safety standards while working at the Project Site, including but not limited to:
 - 1. The Contractor shall lead a Project Activities/ Daily Safety Meeting prior to work each day.
 - 2. The daily safety meetings should include safety topics that are relevant to the work being conducted.
 - 3. The Owner shall be invited to all daily project safety briefings.
 - 4. A job hazard analysis (JHA) shall be prepared by Contractor daily, reviewed, and signed by consultants, contractors, sub-contractors, and all other workers. The JHA should include safety concerns that are relevant to the work being conducted.
 - 5. All visitors, including new employees, delivery personnel, consultants, contractors, sub-contractors and any other visitors shall review and abide by the conditions contained in the HASP.
 - 6. All visitors to the site must check in with the Contractor before entering the property and sign the visitor log book including date, time in, time out, name, and purpose for visit.
 - 7. Any Owner employee, consultant, contractor, sub-contractor and/or any other worker has the Stop Work Authority when they feel that there is the potential for a serious injury, impairment of health, adverse effect on safe operation of a process, or an adverse impact to the environment resulting from a condition or practice in the workplace.
 - 8. Any accident, incident or injury, including near misses must be reported to the Owner as soon as possible but no later than the same calendar day.
 - 9. Owner required safety documents shall be requested and obtained from the Owner.
 - 10. One copy of the Owner required safety documentation shall be kept on file with the Contractor. Owner-required safety documentation includes, but is not limited to, HASP, signed JHA's, and visitor log book. Another copy shall be forwarded to the Owner.

3.2 Protection

- A. The Contractor shall assume full responsibility for the protection of all public or private buildings, structures, and utilities in the rights-of-way, including gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables, and any other improvements whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from damage of every description and any such

damage thereto shall be repaired or otherwise made good by the Contractor, at their expense, in a manner acceptable to the Owner or Owner's Designee.

- B. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at the Contractor's own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Contract Documents and Owner, or Owners Designee.

*****END OF SECTION*****

SECTION 01 73 00 – EXECUTION

PART 1 - GENERAL

1.1 Summary

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
- B. Related Sections:
 - 1. Section 01 31 00 "Project Management and Coordination."
 - 2. Section 01 40 00 "Quality Requirements."
 - 3. Section 01 78 39 "Project Record Documents."

1.2 Quality Assurance

- A. Land Surveyor Qualifications: As defined in Section 01 40 00 "Quality Requirements."
- B. Professional Engineer Qualifications: As defined in Section 01 40 00 "Quality Requirements."

PART 2 - PRODUCTS

2.1 Materials

- A. General: Comply with requirements specified in other Specification Sections, Contract Documents, and the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 EDITION (AMENDED MARCH 2018).

PART 3 - EXECUTION

3.1 Examination

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to project that must be performed by public utilities serving project site. Coordinate with authorities having jurisdiction.
 3. Record observations, **pictures**, and measurements of actual conditions found during Work and furnish information in the final copy of the report to the owner in the closeout documents.
 4. Failure to adequately perform investigative inspections, written reports, JHA's, and performance of the Work will result in the Contractor being financially responsible for all damages, outage costs, corrective work, fines, and schedule delays.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Owner, or Owner's Designee, according to requirements in Section 01 31 00 "Project Management and Coordination."

3.2 Construction Layout

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer and Owner, or Owner's Designee promptly.
- B. Topography Verification: Contours shown on Drawings are approximate in some areas. Before proceeding to lay out Work, verify topography information shown on Drawings. If any discrepancies are discovered, notify Engineer and Owner, or Owner's Designee promptly.
- C. General: Engage a professional Land Surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Work.
 2. Establish the Limits of Disturbance.

3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Engineer, and Owner, or Owner's Designee, when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- D. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Owner, or Owner's Designee.
- F. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer and Owner, or Owner's Designee. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer and Owner, or Owner's Designee before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- G. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on as-built documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- H. Final Property Survey: Provide As-Built Survey as required in Section 01 78 39 "Project Record Documents."

3.3 Installation

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 Progress Cleaning

- A. General: Clean Project Site and work areas daily, including common areas. Strictly enforce requirements. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 and authorities having jurisdiction for removal of combustible waste materials and debris.
 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. Use containers intended for holding waste materials of type to be stored.
 3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for safe and proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 Starting And Adjusting

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.6 Protection Of Installed Construction

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

*****END OF SECTION*****

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 Summary

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Sections:
 - 1. Section 01 31 00 "Project Management and Coordination"
 - 2. Section 01 22 00 "Measurement and Payment Procedures."
 - 3. Section 01 78 39 "Project Record Documents."

1.2 Submittals

- A. Contractor's List of Incomplete Items (contractors punch list)
- B. Certificates of Occupancy: From authorities having jurisdiction
- C. Log of Maintenance Material Items turned over to owner as specified in other Sections.
- D. List of Warranties that will begin upon Substantial Completion.
- E. Project closeout binder
- F. Project as-builts

1.3 Substantial Completion Procedures

- A. General: Substantial Completion occurs when the project, or a portion of the project, is fit for its intended use and the Owner can occupy and use the property.
- B. Substantial Completion Procedure:
 - 1. Hold Project Closeout Conference
 - 2. Submit Contractor's List of Incomplete Items (Contractors Punch list)
 - 3. Request and Schedule Punch List Walkthrough.
 - 4. Hold Punch List Walkthrough
 - 5. Owner Issues Certificate of Substantial Completion

- C. *Contractor's List of Incomplete Items:* When requesting inspection for determining date of Substantial Completion, prepare and submit a list of items to be completed. Include any listed items below that are incomplete at time of request:
1. Closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 2. Closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Turnover of maintenance materials as specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner or Owner's Designee. Label with manufacturer's name and model number where applicable.
 4. Make final changeover of permanent locks and deliver keys to Owner.
 5. Perform preventive maintenance on equipment used prior to Substantial Completion and submit records.
 6. Advise Owner of changeover in control for heat and other utilities.
 7. Final cleaning requirements.
 8. Inspections and Certifications.

Contractor's List of Incomplete Items shall identify each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Include the following information at the top of each page:
 - a) Project name.
 - b) Date
 - c) Name of Owner.
 - d) Name of Engineer.
 - e) Name of Contractor.
 - f) Page number
2. Include the following information, or space for information, for each Item:
 - a) Item Location (Physical location on site, Submittal Number, or Closeout Book)
 - b) Photos
 - c) Item Description
 - d) Responsible Entity
 - e) Date Item was added
 - f) Scheduled Completion Date
 - g) Completion Date
 - h) Owner or Owner's Designee sign-off of acceptance
 - i) Comments
3. Submit list of incomplete items in the following format:

- a) One PDF electronic file.
 - b) One electronic Microsoft Excel file (for Owners use in preparing Punch List)
- D. *Request and Schedule a Punch List Walkthrough:* Submit written request to the Owner and Owner's Designee 10 days prior to the work being Substantially Complete and ready for a Punch List Walkthrough. The Contractors List of Incomplete Items shall be submitted with the written request.
- E. *Punch List Walkthrough:* The Owner, Owner's Designee, Engineer, Architect, and Contractor shall perform a joint walkthrough of the completed Work to determine Substantial Completion and identify Work scope that remains to be completed or corrected.
- 1. After the walkthrough, the Owner, or Owner's Designee, will issue a formal Punch List documenting Work that needs to be addressed for Project Completion. Contractor's List of Incomplete Items will be included in the Punch List for the Contractor to complete.
 - 2. Owner, or Owner's Designee will prepare the Certificate of Substantial Completion (AIA G704 -2017 Certificate of Substantial Completion) after inspection or will notify Contractor of specific Punch List items identified by the Owner, or Owner's Designee, that must be completed or corrected before certificate will be issued.
 - 3. Re-inspection: Request re-inspection when the Work identified for Substantial Completion is completed or corrected.

1.4 Final Completion Procedures

- A. General: Final Completion shall be met **20 days** after Substantial Completion.
- B. Final Completion Procedure:
- 1. Submit submittals required for Final Completion
 - 2. Submit written request for inspection
 - 3. Final Inspection and Owner Signoff
- C. Submittals For Final Completion: Complete the following:
- 1. Submit a written request for final inspection.
 - 2. Submit List of Warranties that will begin upon Final Completion.
 - 3. Submit a certified copy of Owner's Punch List, endorsed and dated by Owner or Owner's Designee indicating that each item has been completed or otherwise resolved for acceptance.
 - 4. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 5. Submit pest-control final inspection report.

- D. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner or Owner's Designee will either proceed with inspection or notify Contractor of unfulfilled requirements. After inspection, the Owner or Owner's Designee will endorse and date the Punch List indicating that each item has been completed or otherwise resolved for acceptance.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Owner endorsement of the Punch List indicating that each item has been completed or otherwise resolved for acceptance will release Contractors Final Invoice for processing.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Final Cleaning

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire project or for a designated portion of the project:
 - a. Clean Project Site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from project site.
 - e. Remove labels that are not permanent.
 - f. Leave project clean and ready for occupancy.

3.2 Repair Of The Work

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

*****END OF SECTION*****

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 Summary

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. As-Built Survey
 - 2. Record Specifications
 - 3. Record Product Data
 - 4. Record submittals
 - 5. Closeout Book
- B. Related Sections:
 - 1. Section 01 40 00 "Quality Requirements"
 - 2. Section 01 77 00 "Closeout Procedures"

1.2 Closeout Submittals

- A. As-Built Survey: Comply with the following:
 - 1. Submit PDF electronic files, and AutoCAD files of As-Built Survey.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.
- D. Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit an annotated PDF electronic file of each submittal.

PART 2 - PRODUCTS

2.1 As-Built Documentation

- A. Immediately before inspection for Certificate of Substantial Completion, prepare and submit an As-Built Survey, as follows:
 - 1. Format: Same AutoCAD program, version, and operating system as the original Drawings.
 - 2. Engineer will furnish, as requested by Contractor, one set of the Drawings in AutoCAD format for use in preparation of the As-Built Survey.

3. Identify and date As-Built Survey; include the designation "As-Built" in a prominent location.
4. As-Built Survey: Organize AutoCAD information into separate electronic files that correspond to applicable sheets of the Drawings.
5. Name each file with the drawing identification. Include identification in each AutoCAD file. Identification: As follows:
 1. Project name.
 2. Name of Owner.
 3. Date.
 4. Designation "As-Built Survey."
 5. Name of Engineer.

2.2 Record Specifications

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders and record Drawings where applicable.
 6. Format: Submit record Specifications as annotated PDF electronic file and paper copy of Specifications.

2.3 Record Product Data

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project Site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file and paper copy of Product Data.
 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 Miscellaneous Record Submittals

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as annotated PDF electronic file and paper copy miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 Recording And Maintenance

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Owner or Owner's Designee reference during normal working hours.

*****END OF SECTION*****

SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes Cast-In-Place Concrete in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications. The pavement structure shall consist of the following components:
- B. Related Work Specified Elsewhere

31 20 00 - EARTHWORK

1.04 REFERENCES

- A. Specifications governing work under this contract for Cast-In-Place Concrete shall be per Section 601 Portland Cement Concrete, the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. 601.02.1 Portland Cement. Portland cement shall conform to the requirements of SECTION M.02; PORTLAND CEMENT CONCRETE
- B. 601.02.2 Chemical Admixtures. Previously approved admixtures shall be used when specified or ordered by the Engineer, or may be used at the Contractor's option if approved by the Engineer as described herein. Admixtures used in Portland cement concrete shall conform to the requirements of SECTION M.02. No admixture shall be used in the work unless it is approved by the Engineer.
- C. 601.02.3 Pozzolans. Mineral admixtures such as fly ash, blast furnace slag, and silica fume may be permitted as a partial replacement of Portland cement in any concrete as approved by the Engineer. Mineral admixtures shall conform to the requirements of both Subsection M.02.06 and SECTION 602 of these Specifications, and furthermore, shall be listed on the Department's Approved Materials List. The Engineer will evaluate requests of alternate cement/pozzolans combinations in the concrete mix design.
- D. 601.02.4 Aggregates. Coarse and Fine Aggregates shall conform to the requirements of Subsections M.01.05 and M.02.02, respectively, of these Specifications. a. Sources of Aggregates. Aggregates shall be obtained from sources which have been previously tested and approved by the State. Results and information of such tests may be obtained from the Engineer upon request.
- E. 601.02.5 Water. Water used in mixing and curing of concrete shall be subject to approval and shall conform to Subsection M.02.07 of these Specifications

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation of Cast-In-Place Concrete shall conform to Subsection 601.03 of the RIDOT Specifications
- B. All work shall be done in accordance with these specifications, or as more specifically specified elsewhere in these specifications. In the event of a conflict in the specifications the more stringent specification shall apply.

Methods of Construction: All work shall be done in accordance with the "Project Specifications" as referenced above, or as more specifically specified elsewhere in these specifications. In the event of a conflict in the specifications the more stringent specification shall apply.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Cast-In-Place Concrete will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for Cast-In-Place Concrete constitutes full and complete compensation for all labor, materials and equipment for providing and installing the Cast-In-Place Concrete and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 03 30 00

SECTION 10 14 53 - TRAFFIC SIGNAGE

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of the furnishing and installation of temporary and permanent traffic signage, an LED flashing stop sign (R1-1) and a LED flashing pedestrian crossing warning sign (W11-2) and shall conform to the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Standard traffic signage shall be in accordance with Section T.15 Directional, Regulatory and Warning Signs in the RIDOT Specifications.
- B. LED Flashing Pedestrian Crossing Warning Sign
 1. Shall be the TAPCO Blinker Sign systems with 24/7 operation
 2. Solar powered
 3. Size: 30" x 30"
 4. Construction: .080 highway grade aluminum / stainless steel fasteners
 5. Color: Fluorescent Yellow Green

6. See vendor website - <https://www.tapconet.com/product/blinkersign-pedestrian-crosswalk-system>
- C. LED Flashing Stop Sign
 1. Shall be TAPCO BlinkerStop® Flashing LED STOP Sign (R1-1) or approved equal
 2. The sign shall conform to the specifications of the Federal Highway Administration (FHWA) as set forth by the MUTCD.
 3. This sign shall be solar powered.
 4. Size: 30" x 30"
 5. Construction: .080 highway grade aluminum / stainless steel fasteners
 6. Solar: 15-20 watts polycrystalline solar cell
 7. Battery: 6 Volt sealed lead acid (SLA) battery included (6V18AH)
 8. LEDs: 24" – four 1¼" red G2 reflective LED lighting on sign perimeter. 30" – eight 1¼" red G2 reflective LED Lighting on sign perimeter.
 9. Sheeting: type IX red reflective
 10. Sign comes standard with continuous 24/7 flash.
 11. Add a Dusk-to-Dawn Sensor, and LEDs will only illuminate from dusk to dawn and not turn on and flash during daylight hours (item number DUSKZ).
 12. MUTCD section 2A.07 and 2A.08 compliant
 13. MUTCD R1-1 regulatory sign.
 14. LED life expectancy of over 100,000 hours.
 15. Made in the USA.
 16. Warranty
 - a. 10 Year Solar Collector Panel
 - b. 5 Year Sign Construction
 - c. 2 Year PCB/LED Technology
 - d. 1 Year Battery

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Standard signage shall be installed per Section M.16 of the RIDOT Specifications and RIDOT Standard Details.
- B. LED Flashing Stop Sign and Pedestrian Crossing Warning Sign shall be installed per manufacturer's instructions.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Section 10 14 53 "Traffic Signage" will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of

February 2023

the "contract sum" representing payment for this Section requirements constitutes full and complete compensation of all labor, materials, equipment including installation and all other incidentals required to complete the work, complete in place and accepted by the Engineer.

END OF SECTION 10 14 53

SECTION 26 56 13 – SECURITY CAMERA POLE

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of installing a 15' security camera pole.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pole
 - 1. General Requirements
 - a. Structural Characteristics: Comply with AASHTO LTS-4-M.
 - 1) Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
 - 2) Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
 - 2. Luminaire/Camera Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

3. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
 - a. Materials: Shall not cause galvanic action at contact points.
 - b. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
 - c. Anchor-Bolt Template: Plywood or steel.
- B. Aluminum Poles
 1. Poles: Seamless, extruded structural tube complying with ASTM B 429/B 429M, Alloy 6063-T6 with access handhole in pole wall.
 2. Poles: ASTM B 209 (ASTM B 209M), 5052-H34 marine sheet alloy with access handhole in pole wall.
 3. Shape: Round, Tapered
 4. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
 - a. Tapered oval cross section, with straight tubular end section to accommodate camera
 5. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.
 6. Aluminum Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - a. Class I, Color Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Install in accordance with manufacturer's recommendations.
- B. A shop drawing depicting the pole, foundation, location and camera mounting shall be submitted to the Engineer for Review.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Security Camera Pole installation will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of

February 2023

the "contract sum" representing payment for Security Camera Pole installation constitutes full and complete compensation for all labor, materials and equipment for handling, installing and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 26 56 13

SECTION 31 10 00 – SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. Site Clearing shall consist of all work required to clear and prepare the site for subsequent construction operations. These actions all have a common characteristic; they involve the removal and legal disposal of both designated vegetative materials and man-made objects and facilities. These actions include, but are not limited to, the following: clearing and grubbing; trimming tree roots; removal and disposal of rigid and flexible pavement; chain link fences; miscellaneous items such as signs; and other obstructions or undesirable materials within the limits of disturbance. All such materials, objects and facilities shall be removed and legally disposed of. All work shall be confined to within the Limits of Disturbance (LOD) indicated on the plans.
- B. Site clearing shall be done in accordance with Section 201.01, Site Preparation of the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

Not applicable

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The site clearing operations shall conform to Subsection 201.02 of the RIDOT Specifications
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications

PART 4 - PAYMENT

4.01 BASIS OF PAYMENT

- A. Site Clearing will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Site Clearing constitutes full and complete compensation for all labor, materials and equipment for removing and legally disposing of all debris generated by site clearing actions, and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 31 10 00

SECTION 31 15 00 – CATCH BASIN INLET PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of the furnishing, installation, maintenance and removal of a filter bag to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system and shall conform to Section 209 of the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).
- B. Catch basin inlet protection devices shall be ACF Environmental (800)-448-3636; Complete Environmental Products, Inc. (800)-444-4237; Ultra Tech International (800)-764-9563; or approved equal.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Catch basin inlet protection devices shall be ACF Environmental (800)-448-3636; Complete Environmental Products, Inc. (800)-444-4237; Ultra Tech International (800)-764-9563; or approved equal.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Filter bag for catch basins shall be installed in all catch basins and drop inlets within the project limits as shown on the plans and/or as directed by the Engineer.
- B. The filter bag for catch basins shall be as manufactured to fit the opening of the drainage structure under regular flow conditions.
- C. Catch Basin inserts shall be a reusable sediment control device utilized during construction that mounts under the grate in catch basins, made of a permeable geotextile fabric that allows water to pass but prevents silts and sediment from entering the drainage system. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure.
- D. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.
- E. Filter bag shall remain in place until the placement of the pavement or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site and disposed of legally. The Contractor shall inspect the condition of filter bags after each rainstorm and during major rain events in accordance with the Stormwater Pollution Prevention Plan. When emptying the insert, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the insert shall be legally disposed of off site. Under no condition shall silt and sediment from the insert be deposited on site and used in construction. All curb openings shall be blocked to prevent storm water from bypassing the device.
- F. Filter bags, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to RIPTA.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Section 31 15 00 "Catch Basin Inlet Protection" will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for this Section requirements constitutes full and complete compensation of all labor, materials, equipment including installation, subsequent removal of the filter bags and all

other incidentals required to complete the work, complete in place and accepted by the Engineer.

END OF SECTION 31 15 00

SECTION 31 20 00 – EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. Earthwork shall be done in accordance with Section 202, Excavation and Embankment, Site Preparation of the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).
- B. Earthwork shall consist of activities associated with the installation of sidewalks, curbing, pavement and related items. Also included is stormwater infrastructure, including catch basins, manholes and piping. Suitable excavated material shall be reused on-site. Unsuitable excavated materials shall be removed from the site. Topsoil stripped from the site may be stockpiled, cleaned of sticks, roots and other debris and reused in areas designate as loam and seed". All earthwork grading shall be in reasonably close conformity with the dimensions and sections indicated on the Plans or as directed by the Engineer.
 - 1. **Stripping** – Following Site Clearing, as defined in Section 31 10 00, Fine graded aggregate shall be removed from the asphalt perimeter as shown on the plans. This material can be reused on-site in areas where it is suitable for use as asphalt pavement sub base or as fill material required for finish grading. Excess fine graded aggregate shall be removed from the site.

2. **Earth Excavation** – Earth excavation shall include the removal of suitable and unsuitable soils and the removal of boulders, stones, rock fragments and debris from any area within the Limit of Disturbance.

Following removal of the asphalt pavement the gravel borrow subbase shall be removed and stockpiled on-site. Gravel borrow subbase stripped for building excavation and regrading shall be reused as subbase material in asphalt paved areas.

3. **Excavation of Unsuitable Soils** – Unsuitable materials shall only be excavated as directed by the engineer. Unsuitable soils shall include and are hereby defined as those soils, other than muck, which due to their consolidation properties, degree of saturation, gradation, or other deleterious characteristics will not provide a stable sub-grade and cannot be used to support embankment, or do not otherwise conform to the requirements of RIDOT Specifications. Voids created by excavation of unsuitable materials shall be backfilled with Gravel Borrow.

1.04 RELATED SECTIONS

31 10 00 - SITE CLEARING

32 12 16 - ASPHALT PAVEMENT

1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each geogrid product proposed for use.
- B. Test reports: Submit for approval for each backfill material proposed for use, test reports, list of materials and gradation results.

1.06 QUALITY ASSURANCE

- A. Compaction: Outside paved areas, 90-percent maximum dry density as determined by ASTM D-1557.
- B. Compaction: Under paved areas, 95-percent maximum dry density as determined by ASTM D-1557.
- C. Grading tolerances: Grading tolerances shall be as specified in SECTION 204 of the RIDOT Specifications

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The following references to the RIDOT Specifications RIDOT apply
 1. Common Borrow; Subsection M.01.01
 2. Gravel Borrow; Subsection M.01.02

- B. Compost filter sock, consist of 12" diameter filter sock placed as shown on the Plans and held in place with 2" x2" wooden stakes driven at 10-foot intervals.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Earthwork shall conform with Section 202.03 of the RIDOT Specifications.
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Earthwork will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Earthwork constitutes full and complete compensation for all labor, materials and equipment for stripping, excavation, trimming and fine grading, proof rolling, placement and compaction of embankments and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 31 20 00

SECTION 31 25 00 – EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes the provision of temporary perimeter erosion and sediment controls; and storm drainage protection erosion controls. Also included is the maintenance and cleaning and subsequent removal of all erosion and sediment controls from the site when the project is complete and vegetation has established substantial growth. These controls shall be placed in reasonably close conformity with the layout and details indicated on the Plans, and as directed by the Engineer, all in accordance with these Specifications. The Contractor is advised that a penalty will be incurred if in the judgment of the Owners Representative or the Engineer the erosion control is not installed or maintained in accordance with the plans and specifications. See Section 5.1.2 below.

1.04 RELATED SECTIONS

31 10 00 - SITE CLEARING

31 20 00 - EARTHWORK

32 12 16 - ASPHALT PAVEMENT

PART 2 - PRODUCTS

2.01 COMPOSTING SOCKS

- A. Compost Filter Sock. Materials shall conform to Subsection 206.02.4 of the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications). Compost filter sock material shall be in accordance with AASHTO Designation MP 9-06 (2007 or latest revision). Compost filter material shall be in accordance with AASHTO Designation: MP 9-06 (2007 or latest revision) and shall also meet all applicable Federal and State Regulations. Wooden stakes shall be 2 inches by 2 inches, at 10-foot intervals on center, and of a length that shall project into the soil a minimum of 1 foot, leaving 3 to 4 inches protruding above the filter sock.
- B. Compost filter sock, consist of 12" diameter filter sock placed as shown on the Plans and held in place with 2" x 2" wooden stakes driven at 10-foot intervals.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation and removal of compost filter sock shall conform to Subsection 206.03.4 of the RIDOT Specifications.
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Erosion and Sediment Controls will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Erosion Controls constitutes full and complete compensation for all labor, materials and equipment for providing the various erosion and sediment controls, and for maintaining and cleaning the erosion and sediment controls, and for the subsequent removal of erosion and sediment controls; and for all other incidentals required to finish this work, complete and accepted by the Engineer.
- B. Penalty for Failure to Maintain Erosion and Sediment Pollution Controls. Subsection 212.03.3 of RIDOT Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer or the Owner's Representative decides that erosion and pollution controls are not in

place or have not been adequately maintained. The charge for this Contract will be \$ 500.00 per day.

SECTION 32 12 16 – ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing bituminous concrete pavement on a in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications. The pavement structure shall consist of the following components:

- B. Related Work Specified Elsewhere

31 10 00 - SITE CLEARING

31 20 00 - EARTHWORK

31 25 00 - EROSION CONTROL

1.04 REFERENCES

- A. Specifications governing work under this contract for Asphalt Pavement shall be per Section 401 Bituminous Pavements, the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Bituminous Concrete Surface Course: Modified Class 9.5 Hot Mix Asphalt RIDOT HMA Matrix.
- B. Bituminous Concrete Base Course: Class 19.0 Hot Mix Asphalt RIDOT HMA Matrix.
- C. Gravel Borrow Sub-base Course, Type 1A

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation of asphalt pavement shall conform to Subsection 401.03 of the RIDOT Specifications
- B. All work shall be done in accordance with these specifications, or as more specifically specified elsewhere in these specifications. In the event of a conflict in the specifications the more stringent specification shall apply.

Methods of Construction: All work shall be done in accordance with the RIDOT Specifications.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Asphalt Paving will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for Asphalt constitutes full and complete compensation for all labor, materials and equipment for providing and installing the asphalt pavement, gravel sub-base course, and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 12 16

SECTION 32 12 17 – GRANITE CURBING

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing granite curbing in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications. The pavement structure shall consist of the following components:
- B. Granite curbing shall be product 906.02.1 Granite Curb according to the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).
- C. Related Work Specified Elsewhere

31 20 00 - EARTHWORK

32 12 16 – ASPHALT PAVING

1.04 REFERENCES

- A. Specifications governing work under this contract for Curbing for Roadways shall be the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Granite Curbing, Product 906.02.1 RIDOT Specifications

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation shall conform to Subsection 906.03.1 of the RIDOT Specifications

Methods of Construction: All work shall be done in accordance with the RIDOT Specifications

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Granite Curbing will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for Asphalt constitutes full and complete compensation for all labor, materials and equipment for providing and installing the asphalt pavement, gravel sub-base course, and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 12 17

SECTION 32 13 13 – CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing concrete pavement in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications. The pavement structure shall consist of the following components:

- B. Related Work Specified Elsewhere

31 10 00 - SITE CLEARING

31 20 00 - EARTHWORK

31 25 00 - EROSION CONTROL

1.04 REFERENCES

- A. Specifications governing work under this contract for Concrete Pavement shall be per Section 501 Portland Cement Concrete Pavement and Base of the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials are depicted in the Details and specified in M.02 Portland Cement Concrete of the RIDOT Specifications.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation of asphalt pavement shall conform to Subsection 501.03 of the RIDOT Specifications
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Concrete Paving will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for concrete constitutes full and complete compensation for all labor, materials and equipment for providing and installing the concrete pavement, gravel sub-base course, and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 13 13

SECTION 32 14 01 – GRANITE PAVER MEDIAN

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of furnishing and installing granite pavers in a median at the location(s) indicated on the Plans and/or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The granite pavers shall be a salt and pepper medium grain gray similar to Stanstead or Woodbury, or approved equivalent. Size of granite cobbles shall be approximately 4"x4"x8". Source of stone can be from salvage facility or quarry that can provide the job quantity. Stones shall be hard durable cobbles not less than 4 inches nor more than 8 inches long by 4 inches wide and shall have a uniform thickness of not less than 4 inches per RIDOT Specifications.
- B. Gravel Borrow Subbase: Shall conform to Section M.01.02 of the RIDOT Specifications.
- C. Filter Fabric: Shall comply with requirements in Section 31 00 00 – Earthwork for Geotex-tile Fabric.

- D. Sand for Paver Joints: Decomposed granite stone sand/dust, with calibrated aggregate size with 100 percent passing No. 16 sieve. Color shall match adjacent paving.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Granite Pavers shall be delivered to the site, complete, and ready for installation.
- B. Install in accordance with detail(s).
- C. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.
- D. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- E. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, un-chipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- F. Tolerances: Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Granite Paver Median will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Benches constitutes full and complete compensation for all labor, materials and equipment for providing, installing and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 14 01

SECTION 32 17 23 – PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing pavement markings in accordance with the lines and details indicated on the drawings and as directed by the Engineer, all accordance with Section T.20 and M.17 for Pavement Markings on the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).
- B. The work under this section shall include all labor, materials, and equipment for the application of red bus lane pavement markings. The work under this item shall conform to the requirements of Section T.20 and M.17 for Pavement Markings on the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).
- C. Pavement markings shall meet the guidelines specified in the Manual of Uniform Traffic Control Devices (MUTCD), including all revisions.
- D. Designated lanes to be colored will be Methyl Methacrylate (MMA) pavement markings to be implemented as denoted on the plans and specifications.
- E. Related Work Specified Elsewhere

32 12 16 - ASPHALT PAVEMENT

1.04 REFERENCES

- A. Specifications governing work under this contract for Asphalt Pavement shall be per Section T.20 Pavement Markings the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Epoxy Resin Pavement Markings
- B. Bus Lane Pavement Markings

All materials shall be in accordance with Section T.20 of the RIDOT Standard Specifications for Road and Bridge Construction, Amended 2018, with all revisions and this specification, as described below.

The Methyl Methacrylate (MMA) Acrylic Resin Material System shall be Color-Safe® as manufactured by Transpo Industries.

The daytime chromaticity coordinates for the color used for red-colored pavement markings shall meet the requirements of the FHWA:

1		2		3		4	
x	y	x	y	x	y	x	y
0.420	0.330	0.450	0.380	0.560	0.370	0.540	0.320

There is no nighttime chromaticity requirement for red-colored pavement markings.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation of standard pavement markings shall conform to M.17 Pavement Markings of the RIDOT Specifications.
- B. The installation of bus lane pavement markings shall conform to M.17 Pavement Markings of the RIDOT Specifications and the following:
1. The Methyl Methacrylate (MMA) resin system shall be installed based on manufacturer's specifications. The Contractor shall receive approval prior to proceeding to the next step.
 2. Weather Limitations

- a. The colored pavement markings shall be installed based on manufacturer's specifications.

3. Surface Preparations

- a. The surface shall be prepared based on the manufacturer's specifications. The manufacturer's specification shall control the installation on any new HMA pavement paved in the previous 30 days with motor vehicle traffic or 60 days without motor vehicle traffic.
- b. The contractor shall pre-treat any joints and cracks per the manufacturer's recommendation.
- c. All existing edge line pavement markings that are adjacent to the colored pavement markings shall be covered and protected as approved by the Engineer prior to performing surface preparation.
- d. Colored pavement markings shall not be placed over existing pavement markings or rumble strips. Lane line pavement markings that conflict with the installation of the colored pavement markings shall be removed by methods approved by the manufacturer's representative. Any existing edge line pavement markings that are damaged during the colored pavement marking application process shall be replaced at the Contractor's expense per direction of the Engineer.
- e. Colored pavement markings shall be allowed to cure for the minimum duration as recommended by the binder component supplier's specifications and during that time the application area shall be closed to all vehicles and Contractor's equipment traffic. After placement and cure of the colored pavement markings, the Contractor shall test the finished surface to detect unbonded areas.
- f. Excess and loose aggregate shall be removed from the traveled way and shoulders in such a way that the colored pavement markings are not damaged or disturbed. Excess aggregate that can be reused shall be clean, uncontaminated and dry, if it is to be re-used in the colored pavement marking application.
- g. Utilities, drainage structures, curbs and any other structures within or adjacent to the treatment location shall be protected against the application of the colored pavement marking materials.

4. Surface Friction

- a. The Contractor shall install the colored pavement markings per manufacturer's specifications for surface friction.

5. Application Methods

- a. Colored pavement markings shall be applied by trained personnel in accordance with the manufacturer's specifications. The colored pavement markings can be applied by either mechanical or manual techniques.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Pavement Marking will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for Pavement Marking constitutes full and complete compensation for all labor, materials and equipment for providing and installing the pavement markings and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 17 23

SECTION 32 17 26 – DETECTABLE WARNING PANEL

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing detectable warning panels in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications. The detectable warning panels shall consist of the following components:

- 1. Federal Yellow painted, cast iron conforming to AASHTO M105 and AASHTO M306.

- B. Related Work Specified Elsewhere

31 20 00 – EARTHWORK

31 20 00 – CAST IN PLACE CONCRETE

1.04 REFERENCES

- A. Specifications governing work under this contract for detectable warning panels shall be per Section 942 Detectable Warning Panels 701, the Rhode Island

Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Federal Yellow painted, cast iron conforming to AASHTO M105 and AASHTO M306 and RIDOT Specifications Section 942. The panels shall have integrally cast domes and shall be manufactured with integral embedment lugs for the express installation into fresh unset Portland cement concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation of detectable warning panels shall conform to Subsection 942.03 of the RIDOT Specifications
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Detectable warning panels will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for detectable warning panels constitutes full and complete compensation for all labor, materials and equipment for providing and installing the panels, concrete and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 17 26

SECTION 32 31 19 DECORATIVE METAL FENCES

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of furnishing and installing Decorative Metal Fencing at the location(s) indicated on the Plans and/or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Master Halco

3010 Lyndon B Johnson Fwy, Suite 800,
Dallas, TX 75234

www.masterhalco.com/

Model No. Independence Premium

Size 6-ft High Panel

Model 3 Rail Picket Bottom

Picket and Post Dimensions: 3/4" Picket • 1" x 1-1/2" Rails

Durable Architectural grade powder coat

Notched post and rail system with no brackets

Made in USA

Lifetime Limited Warranty

Finish Black

Rackable: 48" over 8-ft.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Decorative Metal Fencing be delivered to the site, complete, and ready for installation. Install in accordance with manufacturer's recommendations.
- B. A shop drawing depicting the Decorative Metal Fencing, materials, hardware, and mounting details shall be submitted to the Engineer for Review.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Decorative Metal Fencing will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Decorative Metal Fencing constitutes full and complete compensation for all labor, materials and equipment for providing, installing and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 31 19

SECTION 32 33 01 – BENCH

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of furnishing and installing a 6-ft long by 1.5-ft wide aluminum bench with dividers at the location(s) indicated on the Plans and/or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Brasco Eclipse Bench

Brasco International

www.brasco.com

32400 Industrial Drive

Madison Heights, MI 48071

Model No. EC-BE-6-2S

Size 72" L x 18" W x 18" H

Finish Powder coat - Black

Seating Material HDPE slats (Gray)

Mounting Surface Mount

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Bench shall be delivered to the site, complete, and ready for installation. Install in accordance with manufacturer's recommendations. New ½" stainless steel anchor bolts shall be drilled and grouted into concrete sidewalk/foundation. Bench should be secured with stainless steel self-locking tamper proof bolts, nuts, and washers.
- B. A shop drawing depicting the bench, materials, hardware, and mounting details shall be submitted to the Engineer for Review.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Benches will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Benches constitutes full and complete compensation for all labor, materials and equipment for providing, installing and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 33 01

SECTION 32 33 02 – TRASH RECEPTACLE

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of furnishing and installing a freestanding steel trash receptacle at the location(s) indicated on the Plans and/or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Brasco Streetscape Trash Receptacle

Brasco International

www.brasco.com

32400 Industrial Drive

Madison Heights, MI 48071

Model No. Streetscape

Size 35 Gallon

Finish	Powder coat - Black
Mounting	Surface Mount

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Trash receptacle shall be delivered to the site, complete, and ready for installation. Install in accordance with manufacturer's recommendations.
- B. A shop drawing depicting the trash receptacle, materials, hardware, and mounting details shall be submitted to the Engineer for Review.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Trash Receptacles will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for Benches constitutes full and complete compensation for all labor, materials and equipment for providing, installing and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 33 02

SECTION 32 33 03 – BUS SHELTER

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work shall consist of procuring and installing 16-ft long by 7-ft wide bus shelters at the location(s) indicated on the Plans and/or as directed by the Engineer.
- B. Contractor shall order shelters upon execution of the contract and provide lead time from supplier to the owner.
- C. Contractor to install real time display and text to speech button on shelter.
- D. Liquidated damages are waived from shelter delivery lead time. Shelter areas shall be prepped for shelter installation prior delivery and shelters shall be installed immediately upon delivery.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Bus Shelter
Brasco Eclipse Shelter

Brasco International

www.brasco.com

32400 Industrial Drive

Madison Heights, MI 48071

Size 16' L x 7' W

Roof 1/8" aluminum sloped roof; color: Ivy Green

Glazing 3/8" clear tempered safety glass with ceramic frit artwork (end panel) and vinyl decal artwork (rear panels); artwork vector file to be provided by owner

Finish Powder coat; color: Black

Mounting Surface mount

Accessories Solar powered 32" real time display housing; solar powered lighting package with two (2) light fixtures and battery enclosure; solar powered dual USB port

B. Real Time Display

Connectpoint 32" Digital Real-Time Display

www.connectpointdigital.com

175 Cremona Dr, Suite 160

Goleta, CA 93117

Model CP 32

Power DC (solar)

Connection Cellular Wireless

Orientation Landscape

Accessories Text to Speech Button

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Bus shelters will be provided by the Contractor and installed as part of this contract. Install in accordance with manufacturer's recommendations.

- B. Real-time display and Text to Speech Button will be provided by the Contractor and installed in accordance with manufacturer's recommendations and ADA requirements.
- C. A shop drawing depicting the shelter, materials, hardware, and mounting details shall be submitted to the Engineer for Review.

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Shelter procurement and installation will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for shelter procurement and installation constitutes full and complete compensation for all labor, materials and equipment for handling, installing and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 32 33 03

SECTION 33 41 00 – STORM DRAINAGE

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing storm drainage piping in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications.
- B. Related Work Specified Elsewhere

31 20 00 - EARTHWORK

1.04 REFERENCES

- A. Specifications governing work under this contract for Storm Drainage shall be per Section 701 Culverts and Storm Drains of the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforced concrete pipe per M.04.01.2 of the RIDOT Specifications

- B. Bedding materials – Per pipe manufacturer requirements and Gravel Borrow that conforms to the applicable requirements of Subsection M.01.04 of the RIDOT Specifications
- C. Mortar - shall conform to the requirements of Subsection M.04.03.5 of the RIDOT Specifications

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The installation of Storm Drainage shall conform to Subsection 701.03 of the RIDOT Specifications
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications

PART 4 - MEASUREMENT

Not Applicable

PART 5 - PAYMENT

5.01 BASIS OF PAYMENT

- A. Storm Drainage will not be paid for separately. Payment is included in the “contract sum” listed in the Bid Proposal Form. The portion of the lump sum price representing payment for Storm Drainage constitutes full and complete compensation for all labor, materials and equipment for providing and installing the piping, bedding and for all other incidentals required to finish this work, complete and accepted by the Engineer.

END OF SECTION 33 41 00

SECTION 33 41 10 – MANHOLES, INLETS AND CATCH BASINS

PART 1 - GENERAL

1.01 SUMMARY

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: RIPTA – CCRI Transit Center
- B. Owner: Rhode Island Public Transit Authority
- C. Owner's Representative: Jack Plouffe, RIPTA
- D. Engineer: Michael Baker International, 56 Exchange Terrace, Suite 400, Providence, RI 02903
- E. Contractor: To be determined.

1.03 SUMMARY OF WORK

- A. This work includes providing and installing storm drainage structures in accordance with the lines, grades and details indicated on the drawings and as directed by the Engineer, all accordance with these Specifications. The storm drainage shall consist of catch basins and manholes.
- B. Related Work Specified Elsewhere

31 20 00 - EARTHWORK

1.04 REFERENCES

- A. Specifications governing work under this contract for Storm Drainage Structures shall be per Section 702 Manholes, Inlets and Catch Basins, the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, Amended 2018, and all revisions (RIDOT Specifications).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Precast Concrete Structures, structure sections and related parts shall conform to the requirements of Sections 601 and 809; Portland Cement Concrete and Precast/Pre-stressed Structure Concrete Masonry, respectively, of the RIDOT Specifications.
- B. Precast Concrete Catch Basins and Manholes shall be designed and manufactured in accordance with ASTM C478;

2.02 CONSTRUCTION METHODS

- A. The installation of Manholes, Inlets and Catch Basins shall conform to Subsection 702.03 of the RIDOT Specifications
- B. Methods of Construction: All work shall be done in accordance with the RIDOT Specifications

PART 3 - MEASUREMENT

Not Applicable

PART 4 - PAYMENT

4.01 BASIS OF PAYMENT

- A. Manholes, Inlets and Catch Basins will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the lump sum price representing payment for Storm Drainage constitutes full and complete compensation for all labor, materials and equipment for providing and installing the structures, bedding and for all other incidentals required to finish this work, complete and accepted by the Engineer.

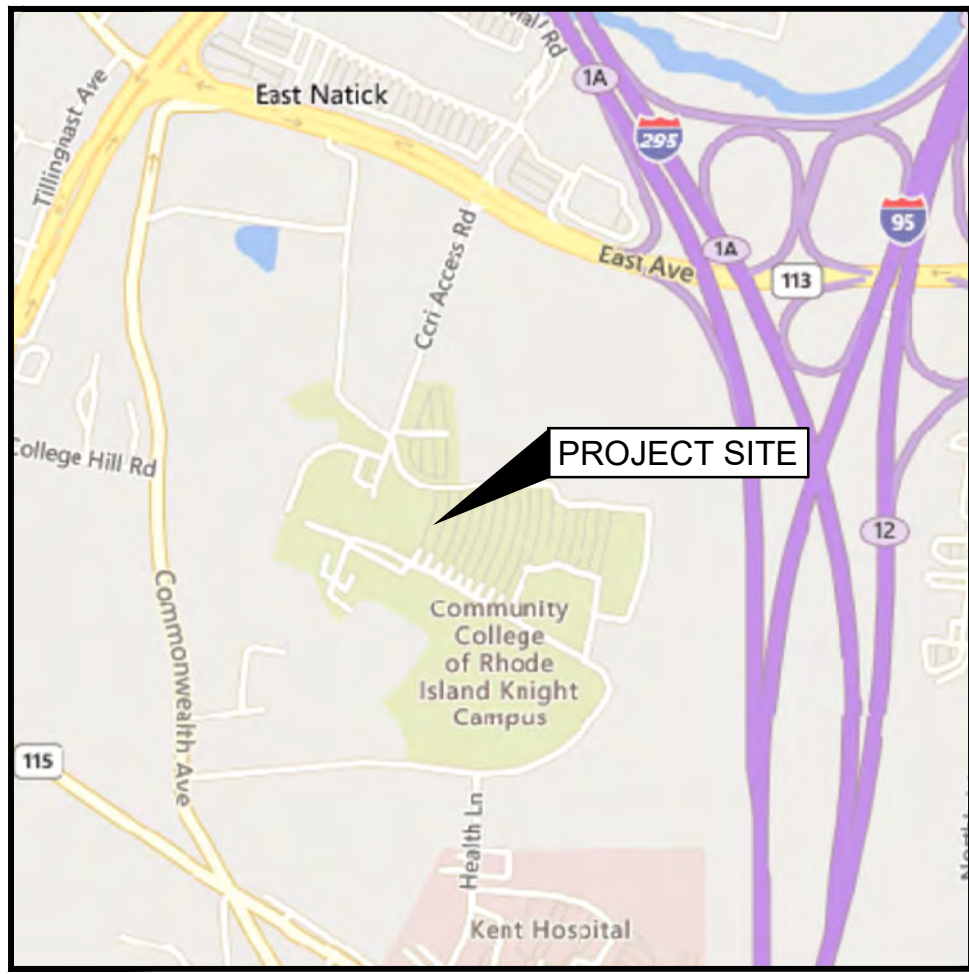
END OF SECTION 33 41 10

INDEX OF DRAWINGS	
DRAWING NO.	DRAWING TITLE
G-001	COVER
C-001	CIVIL NOTES
C-002	CIVIL SYMBOLS, LEGEND, & ABBREVIATIONS
C-003	TYPICAL SECTIONS
C-004	BORING LOGS
C-011	EXISTING CONDITIONS PLAN
C-021	SITE PREPARATION PLAN
C-101	SITE PLAN
C-111	GRADING & DRAINAGE PLAN
C-121	SIGNING & PAVEMENT MARKING PLAN
C-131	LOCATION PLAN
C-141	LANDSCAPE PLAN
C-142	LANDSCAPE PLAN
C-201	PROFILE
C-301 - C-304	CROSS SECTIONS
C-401	BUS SHELTER PLAN & ELEVATION
C-402	SITE RAMP
C-501	CIVIL DETAILS
C-502	CIVIL DETAILS
C-503	CIVIL DETAILS
C-504	CIVIL DETAILS
C-505	CIVIL DETAILS
C-506	CIVIL DETAILS
C-511	LANDSCAPE DETAILS

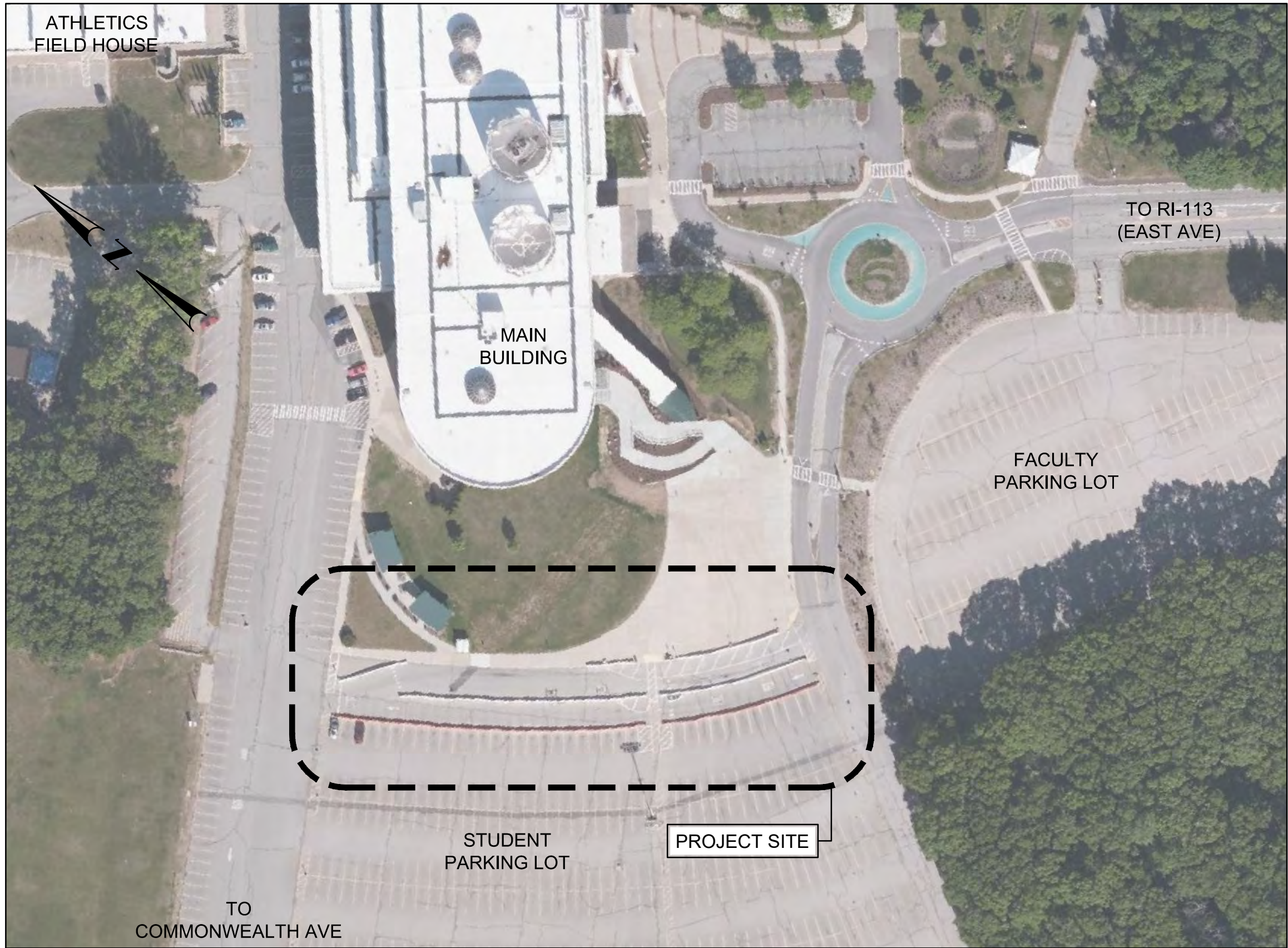


RIPTA-CCRI ENHANCED BUS SERVICE PROJECT
CCRI KNIGHTS CAMPUS
400 EAST AVENUE - WARWICK, RI 02886
COUNTY OF KENT

R.I. CONTRACT NO. 2022-XX-XXX RIFAP NO. XXXXXXXXX



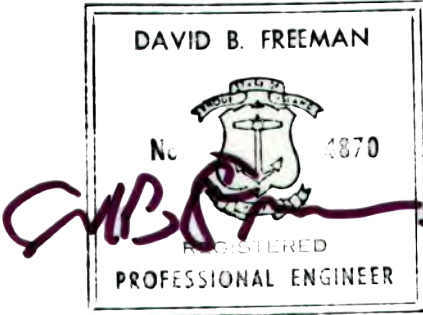
LOCATION MAP
SCALE: 1" = 1000'



Michael Baker
INTERNATIONAL

56 Exchange Terrace
4th Floor, Suite 400
Providence, RI 02903
(401) 824-3600
MBAKERINTL.COM

Contract Number ###
Number of Sheet 001
Total Sheets 027



100% PLAN
DOCUMENTS
FEBRUARY 15, 2023

REFERENCES:

1. PLANS ENTITLED 'KNIGHT CAMPUS, CCRI RENEWAL--PHASE 1, 400 EAST AVENUE, WARWICK, R.I., PREPARED BY BREWSTER THORNTON GROUP AND PARE CORPORATION, DATED 10/20/2014.
2. PLANS ENTITLED 'TRAFFIC SAFETY UPGRADES -- CCRI KNIGHT CAMPUS ENTRY RENEWAL, 400 EAST AVENUE, WARWICK, R.I., PREPARED BY BREWSTER THORNTON GROUP AND PARE CORPORATION, DATED 3/15/2017.
3. THE EXISTING CONDITIONS PLAN PREPARED FOR THIS DESIGN IS BASED ON A DATA ACCUMULATION SURVEY PERFORMED IN MARCH 2022; REVISED NOVEMBER 2022 BY MICHAEL BAKER INTERNATIONAL.
4. HORIZONTAL AND VERTICAL CONTROL DATUMS ARE BASED ON SURVEY CONTROL INFORMATION REFERENCED FROM THE ABOVE NOTED PLANS.

GENERAL NOTES:

1. THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION AMENDED MARCH 2018, AND THE RHODE ISLAND STANDARD DETAILS ARE MADE A PART HEREOF AS FULLY AND COMPLETELY AS IF ATTACHED HERETO. ALL WORK SHALL CONFORM TO RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE CONTRACT SPECIFICATIONS.
2. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS, PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AND/OR BARRIERS AROUND ALL OPEN EXCAVATED AREAS IN ACCORDANCE WITH OSHA STANDARDS.
4. IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED, THE CONTRACTOR IS TO IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER.
5. ANY AREA OUTSIDE OF THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO THE OWNER.
6. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
7. EXCAVATED ROCK SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
8. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE AND/OR DISTURBANCES TO ADJACENT PROPERTY BEYOND THE LIMIT OF WORK. ACTUAL DAMAGE TO THESE AREAS, CAUSED BY THE CONTRACTOR, SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO RIPTA OR CCRI.
9. THE CONTRACTOR SHALL BE LIABLE FOR ALL DAMAGE AND/OR DISTURBANCE TO EXISTING TREES AND SHRUBS NOT OTHERWISE DESIGNATED FOR REMOVAL.
10. PLANTS DESIGNATED TO REMAIN SHALL BE PROTECTED BY THE PLACEMENT OF A TREE PROTECTION FENCE ENCLOSURE AROUND SHRUBS, OR AT THE DRIP LINE OF EACH TREE. PLACE TREE PROTECTION ADDITIONALLY AT ALL OTHER LOCATIONS WHERE TREES AND/OR SHRUBS MAY BE JEOPARDIZED BY CONSTRUCTION ACTIVITIES.
11. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED IN ACCORDANCE WITH DETAILS AS SHOWN.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL COORDINATE ALL DEMOLITION OF STRUCTURES, PAVEMENT AND CONCRETE MATERIALS, AND UTILITIES WITH APPROPRIATE PROPOSED DRAWINGS.
2. ALL NOTED UTILITIES TO BE REMOVED AND DISPOSED OF, RELOCATED OR CAPPED REPRESENT ALL KNOWN SITE CONDITIONS TO BE DEMOLISHED. CONTRACTOR TO COORDINATE ALL UNFORESEEN CONDITIONS WITH THE PROJECT ENGINEER AND/OR RESPECTIVE UTILITY COMPANIES PRIOR TO PROCEEDING WITH WORK.
3. THERE SHALL BE NO INTERRUPTION OF UTILITY SERVICE DURING THE CONSTRUCTION OPERATION WITHOUT THE APPROVAL OF THE OWNER.
4. WATER, SEWER, DRAINAGE AND OTHER SITE UTILITIES SERVICING THE EXISTING FACILITIES ARE TO REMAIN ACTIVE UNTIL PROPOSED IMPROVEMENTS ARE CONSTRUCTED AND ONLINE. WHEN CONNECTING TO ACTIVE OR RELOCATED UTILITIES, SHUTDOWNS SHALL BE MINIMIZED AND COMPLETED OFF HOURS AND COORDINATED WITH THE OWNER.

CONSTRUCTION NOTES:

1. COORDINATION OF MAINTAINING TRAFFIC AND EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. PRIOR TO ANY WORK, THE CONTRACTOR SHALL SUBMIT A TRAFFIC PLAN TO RIPTA AND CCRI FOR REVIEW AND APPROVAL.
2. CONTRACTOR TO COORDINATE PEDESTRIAN ACCESS DURING CONSTRUCTION WITH RIPTA AND CCRI.

GRADING AND UTILITY NOTES:

1. UNDERGROUND UTILITIES EXIST WITHIN THE PROJECT LIMITS. BEFORE COMMENCING ANY SITE WORK ACTIVITIES CONTACT "DIG SAFE" AT 1-888-DIG-SAFE AND MARK LIBUTTI, CCRI KNIGHT CAMPUS COLLEGE PROJECT MANAGER AT (401) 825-2380 TO ASSIST IN THE LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL PROVIDE AN UNDERGROUND UTILITY LOCATOR TO MARK THE LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMIT OF DISTURBANCE PRIOR TO COMMENCING WORK. CONTRACTOR SHALL PROVIDE A PLAN IN AUTOCAD FORMAT PREPARED BY A LAND SURVEYOR REGISTERED IN THE STATE OF RHODE ISLAND DEPICTING ALL EXISTING UTILITIES AND MARKINGS PROVIDED BY THE UNDERGROUND UTILITY LOCATOR IN RELATION TO PERMANENT SITE FEATURES.
2. CONTRACTOR SHALL COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (TREE ROOTBALLS, PROPOSED CURBING OR LIGHTING FOOTINGS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK. EXCAVATION REQUIRED WITHIN PROXIMITY OF UTILITY LINES OR WITHIN DRIPLINES OF EXISTING TREES TO REMAIN SHALL BE DONE BY HAND, ANY DAMAGE AND INCURRED COSTS DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BOURNE BY THE CONTRACTOR.
2. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AS SHOWN ON THE PLANS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. COSTS OF SUCH DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL COMPANIES ARE PROPERLY NOTIFIED IN ADVANCE. NOTE THAT NOT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL RESPECTIVE UTILITY COMPANIES TO VERIFY AND LOCATE EXISTING UTILITIES.
8. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES AND GRADES ON THE PLANS AND SITE WORK SPECIFICATIONS.
9. AT ALL LOCATIONS WHERE EXISTING CURBING OR PAVEMENT ABUT NEW CONSTRUCTION, THE EDGE OF THE EXISTING CURB OR PAVEMENT SHALL BE SAW CUT TO A CLEAN, SMOOTH EDGE. BLEND NEW PAVEMENT AND CURBS SMOOTHLY INTO EXISTING BY MATCHING LINES, GRADES AND JOINTS.
10. ALL UTILITY COVERS, GRATES, ETC. SHALL BE ADJUSTED TO BE FLUSH WITH THE SURROUNDING SURFACE OR PAVEMENT FINISH GRADE. RIM ELEVATIONS OF STRUCTURES AND MANHOLES ARE APPROXIMATE.
11. ALL DRAINAGE PIPES SHALL BE 12" CLASS III REINFORCED CONCRETE PIPE EXCEPT WHERE NOTED OTHERWISE.
12. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION.
13. THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND TEL/DATA DUCT BANKS, ELECTRICAL DUCT BANKS, DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES BY PROVIDING TEMPORARY SUPPORTS OR SHEETING AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
14. PITCH EVENLY BETWEEN SPOT GRADES. ALL PAVED AREAS MUST PITCH TO DRAIN AT A MINIMUM OF 1/8" PER FOOT UNLESS SPECIFIED.
15. THE PROPOSED WALKWAYS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND RUNNING SLOPE OF 5% AS SHOWN ON CONSTRUCTION DETAILS AND GRADING PLAN.
16. ALL GRADING AT ACCESSIBLE ROUTES SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) OF 2010, LATEST EDITION.
17. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL ROCK AND BOULDERS UNCOVERED DURING UTILITY INSTALLATION. REFER TO EARTHWORK SPECIFICATION.

STORMWATER MANAGEMENT SYSTEM INSPECTION AND MAINTENANCE NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED TO CLEAN OUT EXISTING CATCH BASINS AND DRAINAGE LINES PRIOR TO COMMENCING WORK. ALL DEBRIS REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND LEGALLY DISPOSED.
2. THE CONTRACTOR SHALL INSPECT ALL DRAINAGE STRUCTURES WEEKLY FOR ACCUMULATION OF TRASH, LITTER, SEDIMENT OR DEBRIS AND CLEAN STRUCTURES IF PRESENT.
3. THE CONTRACTOR SHALL REMOVE TRASH, LITTER, SEDIMENT AND DEBRIS FROM ALL CATCH BASINS, MANHOLES, WATER QUALITY STRUCTURES ON A ROUTINE BASIS, IMMEDIATELY FOLLOWING SITE STABILIZATION AND PRIOR TO PROJECT COMPLETION AND ACCEPTANCE.
4. ANY ACCUMULATION OF PONDING WATER IN AREAS WITHIN THE LIMITS OF DISTURBANCE, OTHER THAN DESIGNATED AREAS, SHALL BE REMOVED ACCORDINGLY AND PREVENTED IN THE FUTURE.
5. THE PORTION OF THE STUDENT PARKING LOT AFFECTED BY CONSTRUCTION AND ENTRY DRIVES SHALL BE SWEEPED BY THE CONTRACTOR PRIOR TO PROJECT COMPLETION AND ACCEPTANCE.
6. ALL DRAINAGE STRUCTURES SHALL BE CLEARED OF ACCUMULATED SEDIMENT PRIOR TO ACCEPTANCE OF THE FINAL PROJECT.

MATERIALS NOTES:

1. PROVIDE EXPANSION JOINTS IN CONCRETE WALK AT 20'-0" ON CENTER AND CONTROL JOINTS AT MINIMUM 5'-0" ON CENTER AS PER SPECIFICATIONS UNLESS OTHERWISE NOTED ON PLANS.
2. CONTRACTOR TO INSTALL EXPANSION JOINTS WHERE CONCRETE MEETS A VERTICAL SURFACE SUCH AS BUILDING WALLS, RETAINING WALLS, CURBS, FOOTINGS, AND EXISTING PAVEMENT.

LAYOUT NOTES:

1. CONTRACTOR SHALL CONTRACT WITH A RHODE ISLAND REGISTERED LAND SURVEYOR TO PROVIDE CONSTRUCTION LAYOUT, AND TO PERFORM BENCHMARK FIELD LEVEL VERIFICATION AND COORDINATE LAYOUT CHECK PRIOR TO CONSTRUCTION. CONTRACTOR TO CONTACT THE ENGINEER IF ANY DISCREPANCIES ARE FOUND.
2. ALL LINES ARE PERPENDICULAR OR PARALLEL TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
3. ALL DIMENSIONS FOR LIGHTS, BENCHES, AND TRASH RECEPTACLES ARE TO THE CENTERLINE OF THE OBJECT UNLESS OTHERWISE NOTED.
4. DIMENSIONS TO SITE OR BUILDING WALLS ARE TO THE OUTSIDE (OR EXPOSED) FACE OF WALL UNLESS OTHERWISE NOTED.

EROSION AND SEDIMENTATION CONTROL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS OF THE RIPDES GENERAL PERMIT AND ALL OTHER PERMITS OBTAINED FOR THIS PROJECT. CONTRACTOR SHALL COMPLETE ALL RESPONSIBILITIES ASSOCIATED WITH THE SOIL EROSION AND SEDIMENT CONTROL PLAN PREPARED FOR THIS PROJECT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL TEMPORARY SEDIMENT AND EROSION CONTROLS IN ACCORDANCE WITH THE RHODE ISLAND EROSION AND SEDIMENT CONTROL HANDBOOK 2014 REVISION (AS UPDATED).
3. THE EROSION AND SEDIMENTATION CONTROLS SHOWN ON THE PLANS ARE INTENDED TO REPRESENT THE MINIMUM CONTROLS NECESSARY TO MEET ANTICIPATED SITE CONDITIONS. ADDITIONAL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
4. REQUIRED PERMANENT CONTROL SHALL BE PROPERLY ESTABLISHED, CLEARLY VISIBLE AND IN OPERATION PRIOR TO INITIATING ANY LAND CLEARING ACTIVITY AND/OR OTHER CONSTRUCTION RELATED WORK. SUCH FACILITIES SHALL REPRESENT THE LIMIT OF WORK. WORKERS SHALL BE INFORMED THAT NO CONSTRUCTION ACTIVITY IS TO OCCUR BEYOND THE LIMIT OF WORK AT ANY TIME THROUGHOUT THE CONSTRUCTION PERIOD.
5. CONSTRUCTION WILL BE PHASED TO LIMIT THE AREA OF EXPOSED SOIL AND THE DURATION OF EXPOSURE. ALL DISTURBED AREAS WILL BE TEMPORARILY AND/OR PERMANENTLY STABILIZED WITHIN 14 DAYS FOLLOWING COMPLETION OF GRADING ACTIVITIES.
6. THE CONTRACTOR SHALL INSPECT AND MAINTAIN ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS SPECIFIED IN THE GENERAL PERMIT AND SWPPP THROUGHOUT THE CONSTRUCTION PERIOD.
7. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AUD MAINTAINED ON A WEEKLY BASIS AND AFTER EACH STORM EVENT OF 0.25 INCH OR GREATER DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES AND PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE INTACT.
8. CLEAN AND MAINTAIN SEDIMENTATION CONTROL BARRIERS WHEN SEDIMENT ACCUMULATES TO ONE HALF THE HEIGHT OF THE BARRIER. MATERIAL COLLECTED FROM THE SEDIMENTATION BARRIER SHALL BE REMOVED AS NECESSARY AND DISPOSED IN AND UPLAND AREA.
9. WEEKLY INSPECTION LOGS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER.
10. THE CONTRACTOR SHALL MAINTAIN A SUFFICIENT RESERVE OF VARIOUS EROSION CONTROL MATERIALS ONSITE AT ALL TIMES FOR EMERGENCY PURPOSES OR ROUTINE MAINTENANCE.
11. THE CONTRACTOR SHALL SCHEDULE HIS WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PUDDLING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE, AS REQUIRED, TO STABILIZED DISCHARGE POINTS.
12. SOIL AND OTHER MATERIALS RESULTING FROM SITE CLEARING MAY BE RECYCLED AND/OR REUSED ON THE SITE AS APPROPRIATE. WASTES MATERIALS SHALL BE REMOVED FROM THE SITE.
13. ANTI-TRACKING PADS (RIDOT STD. 9.9.0) SHALL BE ESTABLISHED AT ALL POINTS OF INGRESS AND EGRESS.
14. TEMPORARY DIVERSION (TD) MAY CONSIST OF A DITCH OR SWALE, OR MAY BE ACHIEVED USING WOOD CHIP PILES, COIR LOGS, OR SIMILAR MATERIALS.
15. TEMPORARY SEDIMENT BASINS (TSB) AND TEMPORARY SWALES (TS) SHALL BE SIZED BY THE CONTRACTOR USING THE PARAMETERS CONTAINED IN THE RHODE ISLAND SOIL EROSION AND SEDIMENT CONTROL MANUAL.
16. TEMPORARY DIVERSIONS UTILIZED DURING ROADWAY CONSTRUCTION (TDC) MAY CONSIST OF SHALLOW DITCHES OR BARRIERS CONSISTING OF COIR LOGS OR LOW EARTH BERMS.
17. DUST SHALL BE CONTROLLED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
18. CATCH BASINS AND STORM DRAINS SHALL BE PROTECTED WITH COMPOST FILTER TUBES (CFT) OR SEDIMENT BAGS IN PAVED AREAS UNTIL CONTRIBUTING AREA IS PERMANENTLY STABILIZED.
19. DEWATERING WASTEWATER PUMPED FROM EXCAVATIONS WILL BE CONVEYED BY HOSE TO AN UPLAND AREA AND DISCHARGED INTO A DEWATERING BASIN (RIDOT STD 9.7.0), HAY BALE CORRALS, OR SEDIMENTATION BAGS. THE CONTRACTOR SHALL TEST THE DEWATERING WASTEWATER FOR CONTAMINANTS PRIOR TO DISCHARGING. THE CONTRACTOR IS RESPONSIBLE FOR ALL ENGINEERING, EQUIPMENT, MATERIAL, AND LABOR REQUIRED FOR THIS PROJECT PROPOSED SITE WATER REMOVAL DURING CONSTRUCTION.
20. CONSTRUCTION SITE WASTE MATERIALS WILL BE PROPERLY CONTAINED ONSITE AND DISPOSED OFF SITE AT A LOCATION IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
21. RIPRAP OR OTHER VELOCITY CONTROL DEVICES WILL BE USED WHERE NECESSARY TO CONTROL EROSION.
22. ANY EQUIPMENT THAT IS NOT READILY MOBILE (TRACK MACHINERY) SHALL BE PARKED WITHIN THE PROJECT LIMIT OF DISTURBANCE. LARGE AND/OR BULKY MATERIALS WILL BE STORED SUCH THAT THEY WILL NOT INTERFERE WITH THE ONGOING CONSTRUCTION ACTIVITY AND EROSION CONTROL MEASURES.
23. NEWLY VEGETATED AREAS SHALL BE REGULARLY INSPECTED AND MAINTAINED TO ENSURE THE ESTABLISHMENT OF STABLE VEGETATED SURFACES.
24. THE CONTRACTOR SHALL NOT REMOVE ANY EROSION CONTROLS UNTIL THE CONTRIBUTING AREA IS PERMANENTLY STABILIZED.

<div><div>Michael Baker</div><div>INTERNATIONAL</div></div> <div>56 Exchange Terrace 4th Floor, Suite 400 Providence, RI 02903 (401) 824-3600 MBAKERINTL.COM</div>	<div><div>RIPRA</div><div>RHODE ISLAND PUBLIC TRANSIT AUTHORITY</div></div>	DESIGNED BY: JC	SCALE: N/A	RIPTA-CCRI ENHANCED BUS SERVICE PROJECT	
		CHECKED BY: DF		WARWICK	
		DATE: 02/15/2023		DRAWING TITLE:	
		SHEET: 002		CIVIL NOTES	
		OF: 027			RHODE ISLAND
					DRAWING NO. C-001

EXISTING		NEW	
	EDGE OF PAVEMENT		1.1.0 UNDERDRAIN
	BERM		1.3.0 CONCRETE CONNECTING COLLAR
	CURB		2.1.0 CONCRETE HEADWALLS FOR PIPE CULVERTS
	GUARDRAIL		2.2.0 STANDARD HEADWALLS FOR MULTIPLE 3'-6" TO 7'-0" PIPE CULVERTS
	MAILBOX		2.3.0 (DIA.) PRECAST CONCRETE FLARED END SECTION
	UTILITY POLE		3.2.0 BRICK/SOLID BLOCK 4'-0" ROUND MANHOLE
	POLE GUY		3.2.1 (DIA.) BRICK/SOLID BLOCK 5'-0" OR 6'-0" ROUND MANHOLE
	LUMINARE		3.3.0 BRICK/SOLID BLOCK TYPE "D" SQUARE CATCH BASIN
	SIGN		3.3.2 BRICK/SOLID BLOCK TYPE "F" SQUARE CATCH BASIN
	SUBDRAIN		3.3.3 SOLID BLOCK FLUSH SQUARE CATCH BASIN
	STORMDRAIN		3.4.0 BRICK/SOLID BLOCK TYPE "D" ROUND CATCH BASIN
	SANITARY SEWER		3.4.1 BRICK/SOLID BLOCK ROUND CATCH BASIN WITH GUTTER INLET
	WATER MAIN		3.4.2 BRICK/SOLID BLOCK TYPE "F" ROUND CATCH BASIN
	GAS MAIN		3.4.3 BRICK/SOLID BLOCK TYPE "R" CATCH BASIN
	TELEPHONE DUCT		3.4.4 SOLID BLOCK FLUSH ROUND CATCH BASIN
	ELECTRIC DUCT		3.4.5 (DIA.) BRICK/SOLID BLOCK 5'-0" OR 6'-0" ROUND CATCH BASIN
	PLUG AND CAP PIPE		3.5.0 SOLID BLOCK SHALLOW TYPE "F" SQUARE CATCH BASIN
	ABANDONED UTILITY		3.5.1 (SIZE) SOLID BLOCK SHALLOW 5'-0" OR 6'-0" SQUARE CATCH BASIN
	FLARED END SECTION		3.6.0 BRICK/SOLID BLOCK DROP INLET
	HEADWALL		3.7.0 (DIA.) BRICK/SOLID BLOCK ROUND MANHOLE OR CATCH BASIN GREATER THAN 12'-0"
	WATER OR GAS GATE		4.2.0 PRECAST 4'-0" ROUND MANHOLE
	CATCH BASIN		4.2.1 PRECAST 5'-0" ROUND MANHOLE
	MANHOLE		4.2.2 PRECAST 6'-0" ROUND MANHOLE
	HYDRANT		4.3.0 (SIZE) PRECAST 4'-0" OR 6'-0" SQUARE MANHOLE OR CATCH BASIN
	BASELINE OR CENTERLINE		4.4.0 (DIA.) PRECAST 4'-0", 5'-0", OR 6'-0" ROUND CATCH BASIN
	STATE HIGHWAY LINE		4.5.0 PRECAST CONCRETE DROP INLET
	STATE FREEWAY LINE		4.5.1 PRECAST CONCRETE DROP INLET LATERAL OUTLET
	EXIST. P.E.B.		4.5.2 PRECAST CONCRETE DROP INLET LONGITUDINAL OUTLET
	EXIST. T.E.B.		5.3.0 CATCH BASIN AND MANHOLE STEP
	PROPERTY LINE		5.4.0 CONCRETE COLLARS
	CITY OR TOWN LINE		6.1.0 LIGHT-DUTY SQUARE FRAME AND ROUND COVER
	PAVED WATERWAY		6.1.1 HEAVY DUTY SQUARE FRAME AND ROUND COVER
	CONTOUR LINE		6.2.0 LIGHT-DUTY ROUND FRAME AND COVER
	OPEN DITCH		6.2.1 HEAVY-DUTY ROUND FRAME AND COVER
	R.I. HIGHWAY BOUND		6.3.0 SQUARE FRAME AND GRATE
	STONE BOUND		6.3.1 SQUARE FRAME AND GRATE
	RETAINING WALL		6.3.2 SQUARE FRAME AND GRATE (BICYCLE SAFE)
	FIELD STONE WALL		6.3.3 HIGH CAPACITY FRAME AND GRATE
	BORINGS		6.3.4 HIGH CAPACITY FRAME AND GRATE (BICYCLE SAFE)
	FENCE		6.4.0 ROUND FRAME AND GRATE
	WOOD OR BRUSH LINE		7.1.0S PRECAST CONCRETE CURB (STRAIGHT)
	TREES		7.1.0C PRECAST CONCRETE CURB (CIRCULAR)
	RIVER OR STREAM		7.1.1 3'-0' PRECAST CONCRETE TRANSITION CURB
	WETLAND AREA		7.1.2 6'-0" PRECAST CONCRETE TRANSITION CURB
	BUILDING		7.1.4 PRECAST 2'-0" RADIUS CORNER
	FOUNDATION		7.1.5 PRECAST CONCRETE INLET STONE (FOR SQUARE CATCH BASIN)
	BUILDING TO BE REMOVED		7.1.6 PRECAST CONCRETE INLET STONE (FOR ROUND CATCH BASIN)
	RAILROAD TRACKS		7.1.7 PRECAST CONCRETE APRON STONE (FOR SQUARE CATCH BASIN)
	CUT AND MATCH		7.1.8 PRECAST CONCRETE APRON STONE (FOR ROUND CATCH BASIN)
	RIP-RAP		7.2.0S PRECAST CONCRETE SLOPED FACE CURB (STRAIGHT)
	CUT SLOPE		7.2.0C PRECAST CONCRETE SLOPED FACE CURB (CIRCULAR)
	FILL SLOPE		7.2.1 PRECAST CONCRETE SLOPED FACE TRANSITION CURB
	ROCK CUT		7.2.2 PRECAST CONCRETE TRANSITION CURB (VERTICAL FACE TO SPLOPED FACE)
	SPOT GRADE		7.3.0S GRANITE CURB (STRAIGHT)
	AREA GRADED TO DRAIN		7.3.0C GRANITE CURB (CIRCULAR)
	BALED HAY RI STD 9.1.0		7.3.1 3'-0" GRANITE TRANSITION CURB
	BALED HAY & SILT FENCE RI STD. 9.3.0		7.3.2 6'-0" GRANITE TRANSITION CURB
	EDGE OF WETLAND		7.3.3 GRANITE WHEELCHAIR RAMP TRANSITION CURB
	WETLAND PERIMETER		7.3.4 GRANITE 2'-0" RADIUS CORNER
	AREA SUBJECT TO STORM FLOW		7.3.5 GRANITE INLET STONE (FOR SQUARE CATCH BASIN)
	100-YEAR FLOOD PLAIN		7.3.6 GRANITE INLET STONE (FOR ROUND CATCH BASIN)
	LIMIT OF DISTURBANCE		7.3.7 GRANITE APRON STONE (FOR SQUARE CATCH BASIN)
	LIMIT OF CLEARING		7.3.8 GRANITE APRON STONE (FOR ROUND CATCH BASIN)
			7.4.0 GRANITE SLOPED FACE CURB
			7.4.1 GRANITE SLOPED FACE TRANSITION CURB
			7.4.2 GRANITE TRANSITION CURB (VERTICAL FACE TO SLOPE FACE)
			7.5.0 BITUMINOUS CONCRETE LIP CURB
			7.5.1A BITUMINOUS BERM (CONSTRUCTION METHOD A)
			7.5.1B BITUMINOUS BERM (CONSTRUCTION METHOD B)
			7.6.0 CURB SETTING DETAIL
			8.2.0 BITUMINOUS CONCRETE DITCH
			8.3.0 RIP-RAP DITCH
			8.4.0 PAVED WATERWAY
			9.1.0 BALED HAY EROSION CHECK
			9.2.0 SILT FENCE DETAIL
			9.3.0 BALED HAY DITCH EROSION CHECK AND SILT FENCE COMBINED
			9.4.0 BALED HAY DITCH AND SWALE EROSION CHECK
			9.5.0 LOG AND HAY CHECK DAM
			9.7.0 DEWATERING BASIN
			9.8.0 BALED HAY CATCH BASIN INLET PROTECTION
			9.9.0 CONSTRUCTION ACCESS
			10.1.0 WET STONE MASONRY RETAINING WALL
			10.2.0 RUBBLE MASONRY WALL
			10.3.0 CONCRETE RETAINING WALL
			10.4.0 STONE MASONRY STEPS
			14.1.0 CONCRETE HIGHWAY BOUND
			15.1.0 POST AND MOUNTINGS FOR RURAL MAILBOX
			15.2.0 (NO.) POST AND MULTIPLE MOUNTINGS FOR RURAL MAILBOXES
			18.2.0 PRECAST TYPE "A" HANDHOLE
			18.2.2 HEAVY DUTY TYPE "H" HANDHOLE
			18.3.0 ALUMINUM LIGHTING STANDARDS
			20.2.0 BI-DIRECTIONAL CONTROL DEVICE
			24.6.1 STREET SIGN MOUNTING DETAIL
			26.1.0 FLUORESCENT TRAFFIC CONES STANDARD
			26.2.0 POLYETHYLENE DRUM WITH MARKINGS
			26.3.0 PVC PLASTIC PIPE TYPE III BARRICADE
			31.1.0 CHAIN LINK FENCE 3'-0" TO 4'-0"
			31.2.0 CHAIN LINK FENCE 5'-0" TO 6'-0"
			31.2.1 CHAIN LINK FENCE 5'-0" TO 6'-0" INTERMEDIATE POST
			31.3.0 WOVEN WIRE RIGHT-OF-WAY FENCE (STEEL POST)
			34.1.0 TYPICAL GUARDRAIL INSTALLATION
			34.2.0 STEEL BEAM GUARDRAIL
			34.2.1 STEEL BEAM GUARDRAIL DETAILS
			34.2.2 STEEL BEAM GUARDRAIL DOUBLE FACED ASSEMBLY
			34.2.3 STEEL BEAM GUARDRAIL FIXTURES
			34.2.5 STEEL BEAM GUARDRAIL REFLECTORIZED TRIANGULAR DELINEATOR
			34.3.1 GUARDRAIL END SECTION
			34.3.2 TERMINAL END SECTION (SINGLE FACE)
			34.3.3 ANCHORAGE DETAILS APPROACH END SECTION
			34.3.4 ANCHORAGE DETAILS TRAILING END SECTION
			34.4.0 STEEL BACKED TIMBER GUARDRAIL
			34.4.1 STEEL BACKED TIMBER GUARDRAIL TERMINAL SECTION-TYPE 1
			40.1.0 DOUBLE-FACED PRECAST MEDIAN BARRIER
			40.2.0 SINGLE-FACED PRECAST MEDIAN BARRIER
			40.2.1 SINGLE-FACED PRECAST MEDIAN BARRIER
			40.3.0 PRECAST MEDIAN BARRIER TRANSITION UNIT
			40.5.0 PRECAST MEDIAN BARRIER FOR TEMPORARY TRAFFIC CONTROL
			43.1.0 CEMENT CONCRETE SIDEWALK
			43.2.0 BITUMINOUS CONCRETE SIDEWALK
			43.3.0 WHEELCHAIR RAMP
			43.3.1 WHEELCHAIR RAMP FOR LIMITED RIGHT-OF-WAY AREAS
			43.4.0 DRIVEWAY DEVELOPMENT FOR 3'-0" TRANSITION CURB
			43.4.1 DRIVEWAY DEVELOPMENT FOR 6'-0" TRANSITION CURB
			43.5.0 CEMENT CONCRETE DRIVEWAYS
			48.1.0 DETECTABLE WARNING SYSTEM
			51.1.0 TREE PROTECTION DEVICE
			51.1.1 DRIP LINE TREE PROTECTION DEVICE FOR EXISTING TREES
			51.2.0 SHRUB PROTECTION DEVICE
			51.3.0 TREE WELL
			51.4.0 TREE WALL
			AB ADJUST CATCH BASIN TO GRADE
			ABM ADJUST CATCH BASIN TO MANHOLE
			AC ADJUST CURB STOP TO GRADE
			AD ADJUST DRAINAGE MANHOLE TO GRADE
			AE ADJUST ELECTRIC MANHOLE TO GRADE
			AFC ADJUST FRAME AND COVER TO GRADE
			AFG ADJUST FRAME AND GRATE TO GRADE
			AG ADJUST GAS GATE BOX TO GRADE
			AHH ADJUST HANDHOLE TO GRADE
			AS ADJUST SANITARY SEWER MANHOLE TO GRADE
			AT ADJUST TELEPHONE MANHOLE TO GRADE
			AW ADJUST WATER GATE BOX TO GRADE
			BCD BITUMINOUS CONCRETE DRIVEWAY 3" BITUMINOUS CONCRETE TYPE 1-2 8" GRAVEL BORROW SUBBASE COURSE
			BPS BUILD NEW STRUCTURE OVER EXISTING PIPE
			CCB CLEAN CATCH BASIN
			CCP CUT AND CAP PIPE WITH RESTRAINT (ALL SIZES)
			CFP CLEAN AND FLUSH PIPE
			CG CLEARING AND GRUBBING
			CMH CLEAN MANHOLE
			CP (DEPTH) COLD PLANE
			CPP CUT AND PLUG PIPE (ALL TYPES, ALL SIZES)
			DB REMOVE AND DISPOSE BITUMINOUS CURB
			DC REMOVE AND DISPOSE CONCRETE CURB
			DCB REMOVE AND DISPOSE CATCH BASIN
			DDI REMOVE AND DISPOSE DROP INLET
			DF REMOVE AND DISPOSE FENCE
			DFC REMOVE AND DISPOSE FRAME AND COVER
			DFF REMOVE AND DISPOSE FLARED END SECTION
			DG REMOVE AND DISPOSE FRAME AND GRATE
			DFH REMOVE AND DISPOSE FIRE HYDRANT
			DFP REMOVE AND DISPOSE FLEXIBLE PAVEMENT
			DG REMOVE AND DISPOSE GUARDRAIL
			DH REMOVE AND DISPOSE HEADWALL
			DHB REMOVE AND DISPOSE HIGHWAY BOUND
			DHH REMOVE AND DISPOSE HANDHOLE
			DL REMOVE AND DISPOSE LIGHT AND FOUNDATION
			DMB REMOVE AND DISPOSE MEDIAN BARRIER
			DMH REMOVE AND DISPOSE MANHOLE
			DMM REMOVE AND DISPOSE MEDIAN MARKER
			DOW REMOVE AND DISPOSE OBSERVATION WELL
			DP REMOVE AND DISPOSE PIPE
			DPB REMOVE AND DISPOSE PAVEMENT AND RIGID BASE
			DRB REMOVE AND DISPOSE RIGID BASE
			DS REMOVE AND DISPOSE SIGN
			DSS REMOVE AND DISPOSE TRAFFIC SIGNAL SYSTEM
			DSW REMOVE AND DISPOSE SIDEWALK
			DTD REMOVE AND DISPOSE TELEPHONE DUCT BANKS
			DUP REMOVE AND DISPOSE UTILITY POLE
			DWW REMOVE AND DISPOSE PAVED WATERWAY
			FF FILTER FABRIC RIPRAP FLARED END UNDERLAYMENT
			GET FLARED GUARDRAIL END TREATMENT
			IA IMPACT ATTENUATOR
			IDL IMPERVIOUS DITCH LINER
			LOD LIMIT OF DISTURBANCE
			LOR LIMIT OF REGRADING
			LS 4" LOAM AND SEED
			NFH NEW FIRE HYDRANT WITH GATE VALVE
			NIC NOT IN THIS CONSTRUCTION CONTRACT
			NWB FURNISH AND INSTALL NEW WATER GATE VALVE BOX
			NWVB FURNISH AND INSTALL NEW WATER GATE VALVE AND BOX
			NWCB FURNISH AND INSTALL NEW WATER CURB STOP BOX
			NWSB FURNISH AND INSTALL NEW WATER CURB STOP AND BOX
			PCD PERMANENT CHECK DAM
			PS 4" PLANTABLE SOIL AND SEED
			RCB RECONSTRUCT TYPE "D" CATCH BASIN, TO CATCH BASIN WITH GUTTER INLET
			RCM R.I.D.O.T. COMMUNICATIONS MANHOLE
			RHH REMOVE, HANDLE, HAUL, TRIM, RESET CURB EDGING, STRAIGHT, CIRCULAR (ALL TYPES)
			RLP RELOCATE LAMP POST
			RMB RELOCATE MAILBOX (BY OTHERS)
			RPM REMOVE PAVEMENT MARKINGS
			RRP RIP-RAP PAD (SEE DETAIL)
			RRS REMOVE AND RELOCATE SIGN
			RUP RELOCATE UTILITY POLE (BY OTHERS)
			SB STONE BAFFLE
			SBAE STEEL BEAM BRIDGE CONNECTION APPROACH END (W/O NESTED RAIL)
			SBTE STEEL BEAM BRIDGE CONNECTION TRAILING END (W/NESTED RAIL)
			SD- STRUCTURAL DISPOSITION - SEE CS PAGES OF SPECIFICATION
			SF REMOVE AND STOCKPILE FENCE
			SGA SPECIAL GRADED AGGREGATE
			SGC REMOVE AND STOCKPILE GRANITE CURB
			SGR REMOVE AND STOCKPILE GUARDRAIL
			SH REMOVE AND STOCKPILE HYDRANT
			SS REMOVE AND STOCKPILE SIGN
			STS REMOVE AND STOCKPILE TRAFFIC SIGNAL SYSTEM
			TB CONCRETE THRUST BLOCK
			TEP TIE EXISTING PIPE INTO NEW STRUCTURE
			TNP TIE NEW PIPE INTO EXISTING STRUCTURE
			TBT THRIE BEAM TRANSITION
			TBBC THRIE BEAM BRIDGE CONNECTION
			TT TREE TRIMMING
			WCM 4" WOOD CHIP MUL

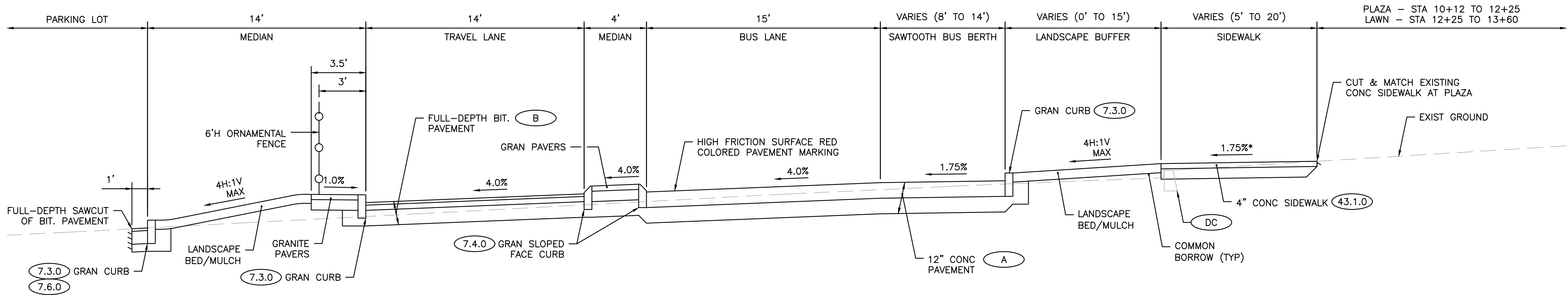
- NOTES:**
1. PAVEMENT DETAILS:

A

"CONCRETE PAVEMENT"
(12") PORTLAND CEMENT CONCRETE PAVEMENT OVER
(12") GRAVEL BORROW SUBBASE (TYPE 1A)

B

"FULL DEPTH BITUMINOUS PAVEMENT"
(2") MODIFIED CLASS 9.5 HMA OVER
(4") CLASS 19.0 HMA OVER
(12") GRAVEL BORROW SUBBASE (TYPE 1A)
2. REFER TO GRADING & DRAINAGE PLAN DRAWING C-111 FOR ADDITIONAL SLOPE AND SPOT ELEVATIONS AT BUS/TRAVEL LANE ENTRY AND EXIT INTERSECTIONS.



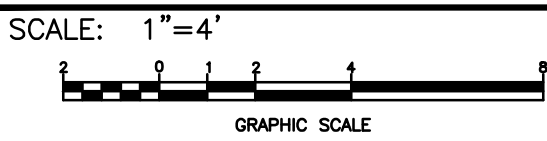
TYPICAL SECTION
STA. 10+38± TO STA. 13+40±

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DATE: 02/15/2023
SHEET: 004
OF: 027



WARWICK

DRAWING TITLE:

RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT

RHODE ISLAND

DRAWING NO.

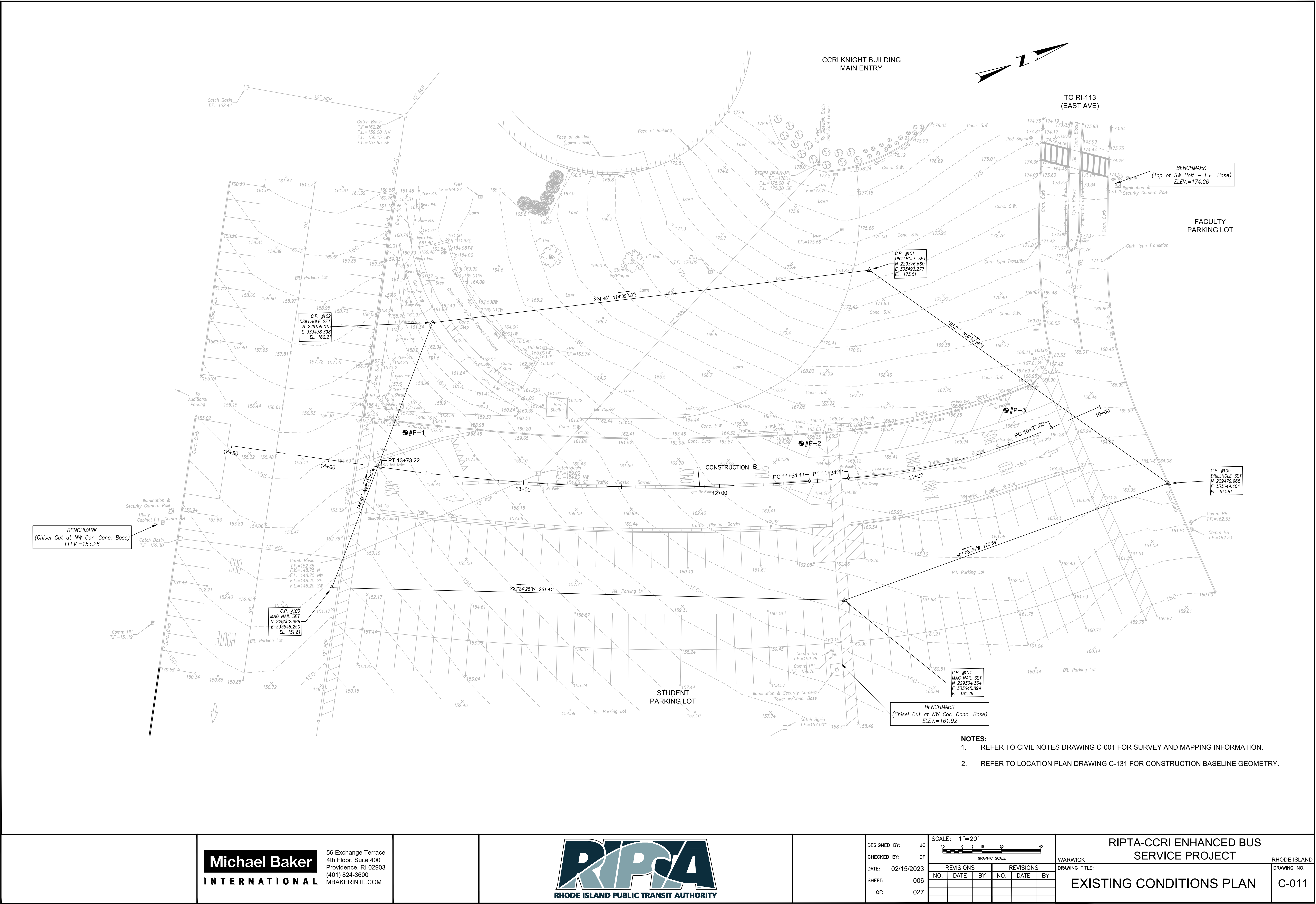
TYPICAL SECTIONS

C-003

(603) 437-1610		New England Boring Contractors				Fax: (603) 437-0034	
		P.O. Box 165					
		Derry, NH 03038					
		E-Mail: nebc@neboring.com					
Boring # P-1		Project: RIPTA - CCRI				Project # 49587	
Project Address: URI		City: Warwick		State: RI		Zip: 02886	
Date Start: 11/14/2022		Date End: 11/14/2022		Location: See Plan			
Casing Type & size: HW 4"ID		Sampler: SS 1 3/8		Auger			
Hammer wt.: 300lb.		Hammer wt.: 140lb.		Size: 2.25"			
Hammer fall: 30".		Hammer fall: 30".					
GROUNDWATER OBSERVATION							
Date:	Depth: N/A		Casing:			Stabilization Period	
DP	S#	DEPTH	PEN	REC	BLOWS/6"	S/C	SAMPLE DESCRIPTION
-		0' - 2'					Auger Probe, no sampling. Very dense brown, fine to medium SAND and GRAVEL.
-		2' - 5.6'					Medium dense, brown, fine to medium SAND, some Gravel.
-							
-							
5'0"							REFUSAL at 5'6"
-							B.O.E. 5'6"
-							
-							
-							
10'0"							
-							
-							
-							
-							
15'0"							
Driller: Chris Knight		Helpers: Jacob Sylvia			Inspector:		
Remarks: Rig type B-53							
S/#: Sample		PEN: Penetration		REC: Recovery		S/C: Strata Change	

(603) 437-1610		New England Boring Contractors				Fax: (603) 437-0034	
		P.O. Box 165					
		Derry, NH 03038					
		E-Mail: nebc@neboring.com					
Boring # P-2		Project: RIPTA - CCRI				Project # 49587	
Project Address: URI		City: Warwick		State: RI		Zip: 02886	
Date Start: 11/14/2022		Date End: 11/14/2022		Location: See Plan			
Casing Type & size: HW 4"ID		Sampler: SS 1 3/8		Auger			
Hammer wt.: 300lb.		Hammer wt.: 140lb.		Size: 2.25"			
Hammer fall: 30".		Hammer fall: 30".					
GROUNDWATER OBSERVATION							
Date:	Depth: N/A		Casing:			Stabilization Period	
DP	S#	DEPTH	PEN	REC	BLOWS/6"	S/C	SAMPLE DESCRIPTION
-		0' - 2'					Auger Probe, no sampling. Very dense, brown, fine to medium SAND and GRAVEL.
-		2' - 6'					Medium dense, brown, fine to medium SAND and SILT, some Gravel.
-							
-							
5'0"							REFUSAL at 6'
-							B.O.E. 6'
-							
-							
-							
10'0"							
-							
-							
-							
-							
15'0"							
Driller: Chris Knight		Helpers: Jacob Sylvia			Inspector:		
Remarks: Rig type B-53							
S/#: Sample		PEN: Penetration		REC: Recovery		S/C: Strata Change	

(603) 437-1610		New England Boring Contractors				Fax: (603) 437-0034	
		P.O. Box 165					
		Derry, NH 03038					
		E-Mail: nebc@neboring.com					
Boring # P-3		Project: RIPTA - CCRI				Project # 49587	
Project Address: URI		City: Warwick		State: RI		Zip: 02886	
Date Start: 11/14/2022		Date End: 11/14/2022		Location: See Plan			
Casing Type & size: HW 4"ID		Sampler: SS 1 3/8		Auger			
Hammer wt.: 300lb.		Hammer wt.: 140lb.		Size: 2.25"			
Hammer fall: 30".		Hammer fall: 30".					
GROUNDWATER OBSERVATION							
Date:	Depth: N/A		Casing:			Stabilization Period	
DP	S#	DEPTH	PEN	REC	BLOWS/6"	S/C	SAMPLE DESCRIPTION
-		0' - 2'					Auger Probe, no sampling. Very dense, brown, fine to medium SAND and GRAVEL.
-		2' - 14'					Brown, fine to medium SAND and SILT, some fine GRAVEL
-							
-							
-							
5'0"							
-							
-							
-							
-							
10'0"							
-							
-							
-							
-							REFUSAL at 14'
-							B.O.E. 14'
15'0"							
Driller: Chris Knight		Helpers: Jacob Sylvia			Inspector:		
Remarks: Rig type B-53							
S/#: Sample		PEN: Penetration		REC: Recovery		S/C: Strata Change	



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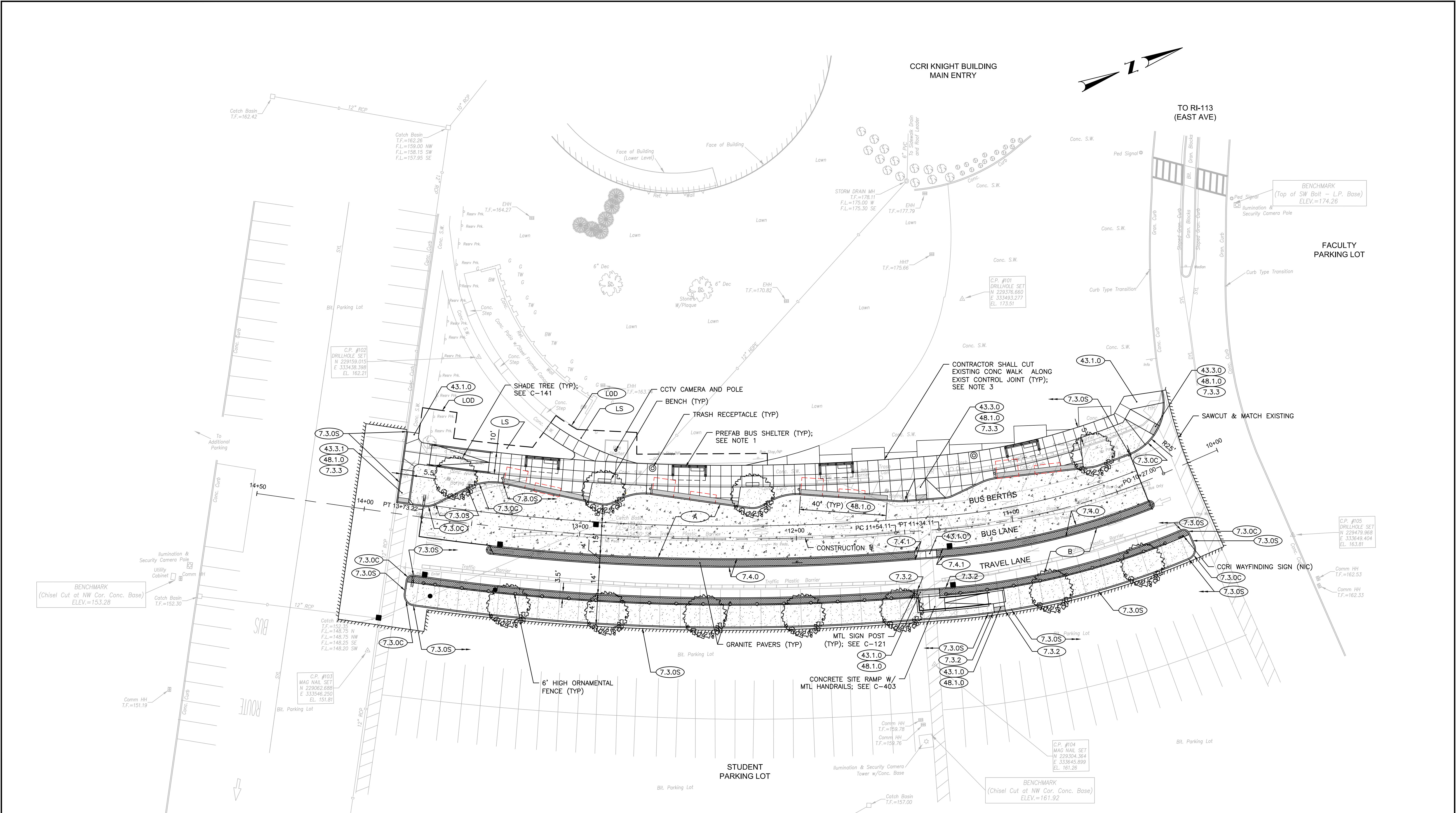
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CHECKED BY: DF
DATE: 02/15/2023
SHEET: 006
OF: 027

REVISIONS				REVISIONS			
NO.	DATE	BY		NO.	DATE	BY	

**RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT**

WARWICK
DRAWING TITLE:
EXISTING CONDITIONS PLAN

RHODE ISLAND
DRAWING NO.
C-011



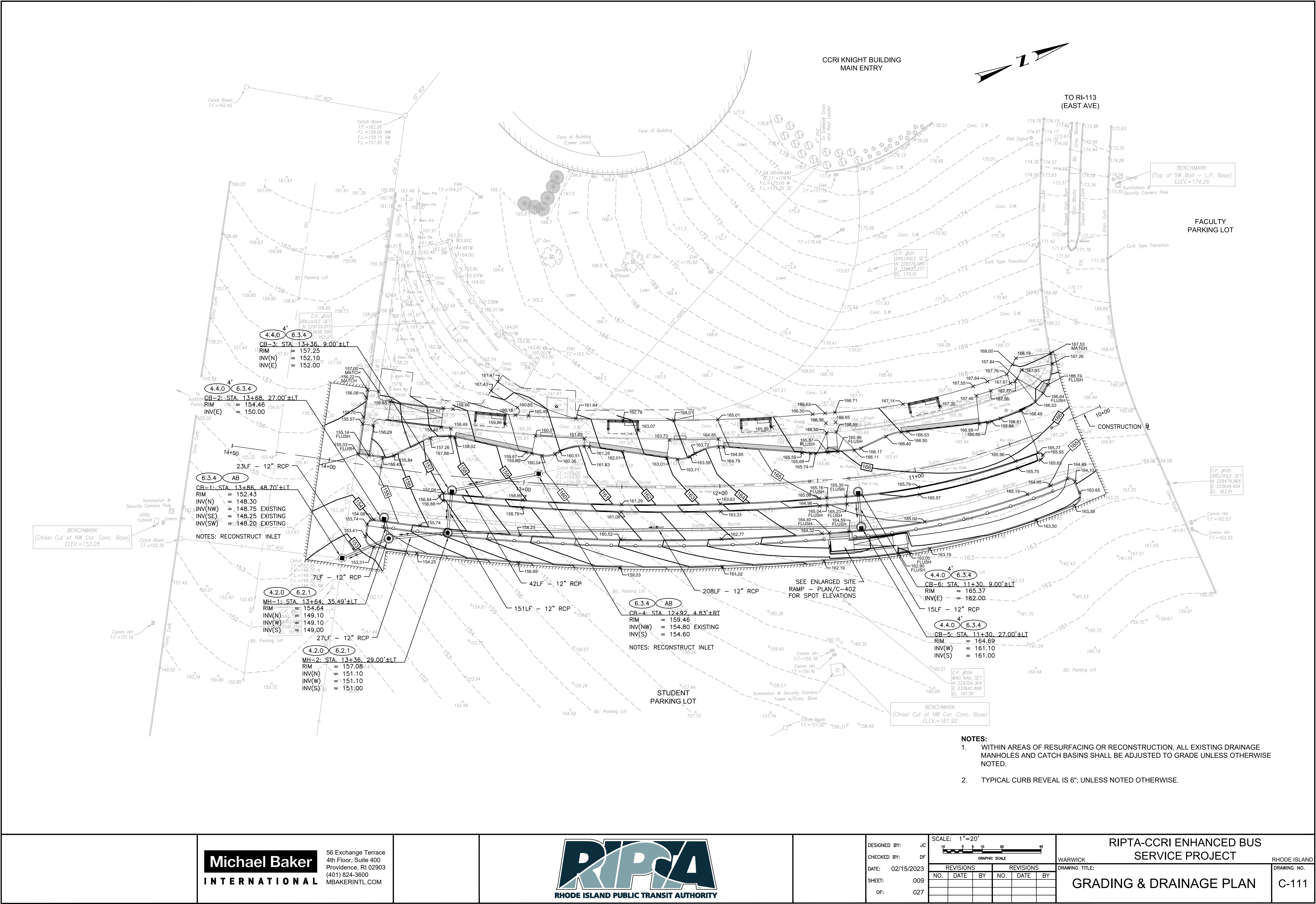
- NOTES:**
- SEE DRAWING C-401 FOR BUS SHELTER PLAN AND ELEVATION.
 - INCREASE CONCRETE SIDEWALK THICKNESS AT SHELTERS AND BENCHES TO 6".
 - EXISTING CONCRETE PLAZA JOINT LINES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL SAWCUT AT EXISTING CONTROL JOINT(S) AND INSTALL EXPANSION JOINT.

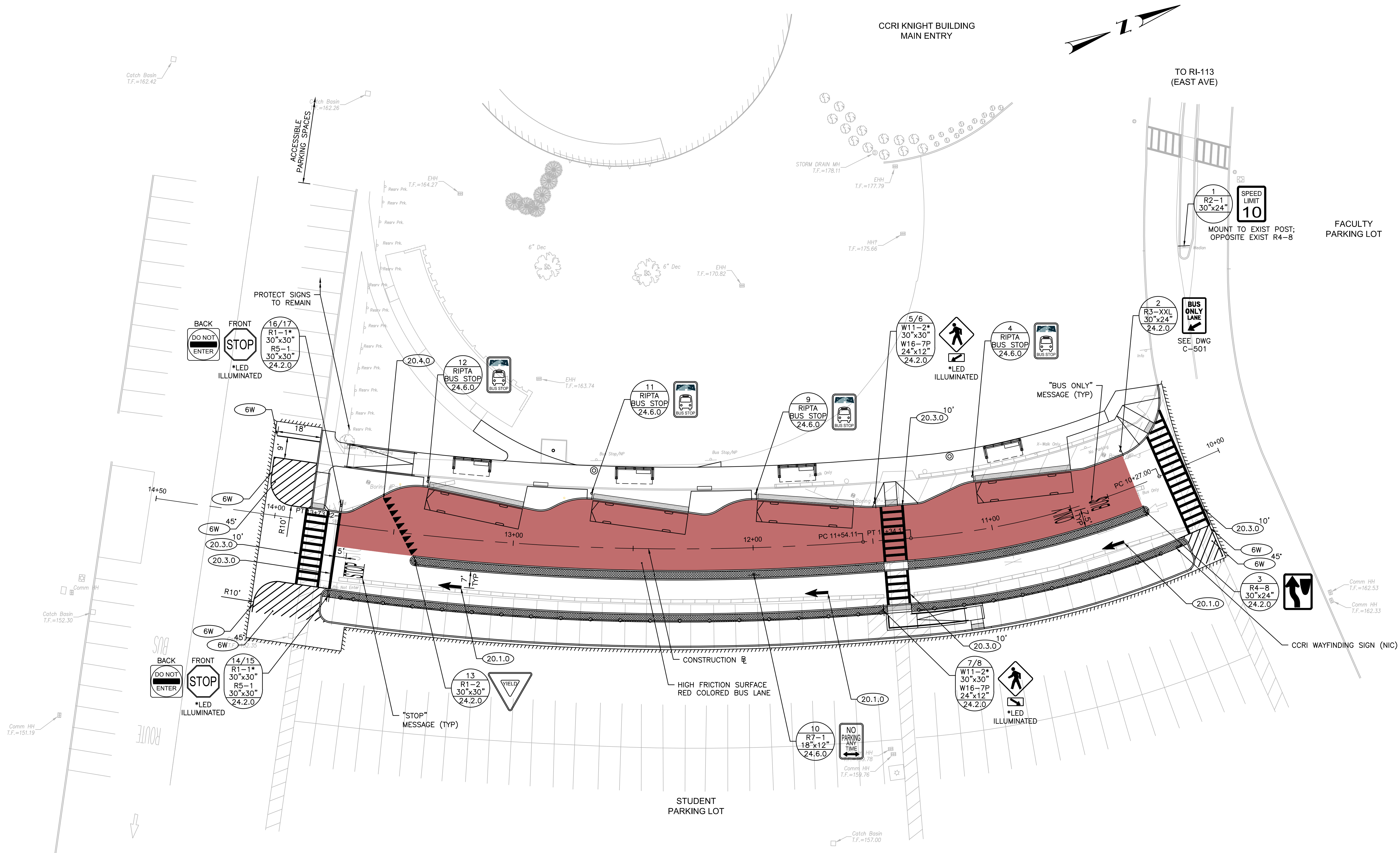
- LEGEND:**
- CONCRETE PAVEMENT (A)
 - DETECTABLE WARNING PANEL (48.1.0)
 - GRANITE PAVERS
 - LANDSCAPE BED/MULCH

18.5'
10'x8' 12'x4'
CLEAR ZONE / ADA LANDING AREA*

* BUS STOP ADA LANDING AREA SHOWN BASED ON 2017 RHODE ISLAND BUS STOP DESIGN GUIDE WHICH REQUIRES A 10-FOOT WIDE BY 8-FOOT DEEP LANDING AREA AT THE VEHICLE FRONT DOOR IN ORDER TO PROVIDE SUFFICIENT BOARDING AND ALIGHTING SPACE.

		<table><tr><td>DESIGNED BY:</td><td>JC</td></tr><tr><td>CHECKED BY:</td><td>DF</td></tr><tr><td>DATE:</td><td>02/15/2023</td></tr><tr><td>SHEET:</td><td>008</td></tr><tr><td>OF:</td><td>027</td></tr></table>	DESIGNED BY:	JC	CHECKED BY:	DF	DATE:	02/15/2023	SHEET:	008	OF:	027	<table><tr><td colspan="4">SCALE: 1"=20'</td></tr><tr><td colspan="4"></td></tr><tr><td colspan="2">REVISIONS</td><td colspan="2">REVISIONS</td></tr><tr><td>NO.</td><td>DATE</td><td>BY</td><td>DATE</td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	SCALE: 1"=20'								REVISIONS		REVISIONS		NO.	DATE	BY	DATE									<table><tr><td colspan="2">RIPTA-CCRI ENHANCED BUS SERVICE PROJECT</td><td>RHODE ISLAND</td></tr><tr><td colspan="2">DRAWING TITLE:</td><td>DRAWING NO.</td></tr><tr><td colspan="2">SITE PLAN</td><td>C-101</td></tr></table>	RIPTA-CCRI ENHANCED BUS SERVICE PROJECT		RHODE ISLAND	DRAWING TITLE:		DRAWING NO.	SITE PLAN		C-101
DESIGNED BY:	JC																																														
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SITE PLAN		C-101																																													

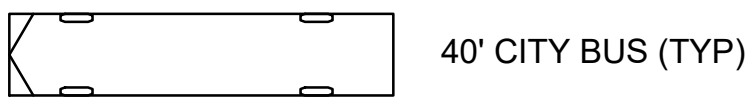




NOTES:

1. ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) LATEST EDITION.
2. REMOVE AND STOCKPILE ALL PORTABLE TRAFFIC SIGNS WITHIN PROJECT LIMITS. SEE SITE PREPARATION PLAN FOR ALL OTHER SIGNS TO BE REMOVED OR RELOCATED.
3. FUTURE STUDENT PARKING LOT RE-STRIPING LAYOUT NOT SHOWN. WORK IS NOT IN CONTRACT (NIC) AND IS TO BE COORDINATED BY CCRI.
4. ALL ALUMINUM TRAFFIC SIGN PANELS SHALL BE 0.08" THICK UNLESS NOTED OTHERWISE.

LEGEND:



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SHEET: 010
OF: 027

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NO.	DATE	BY		NO.	DATE	BY	

WARWICK
DRAWING TITLE:

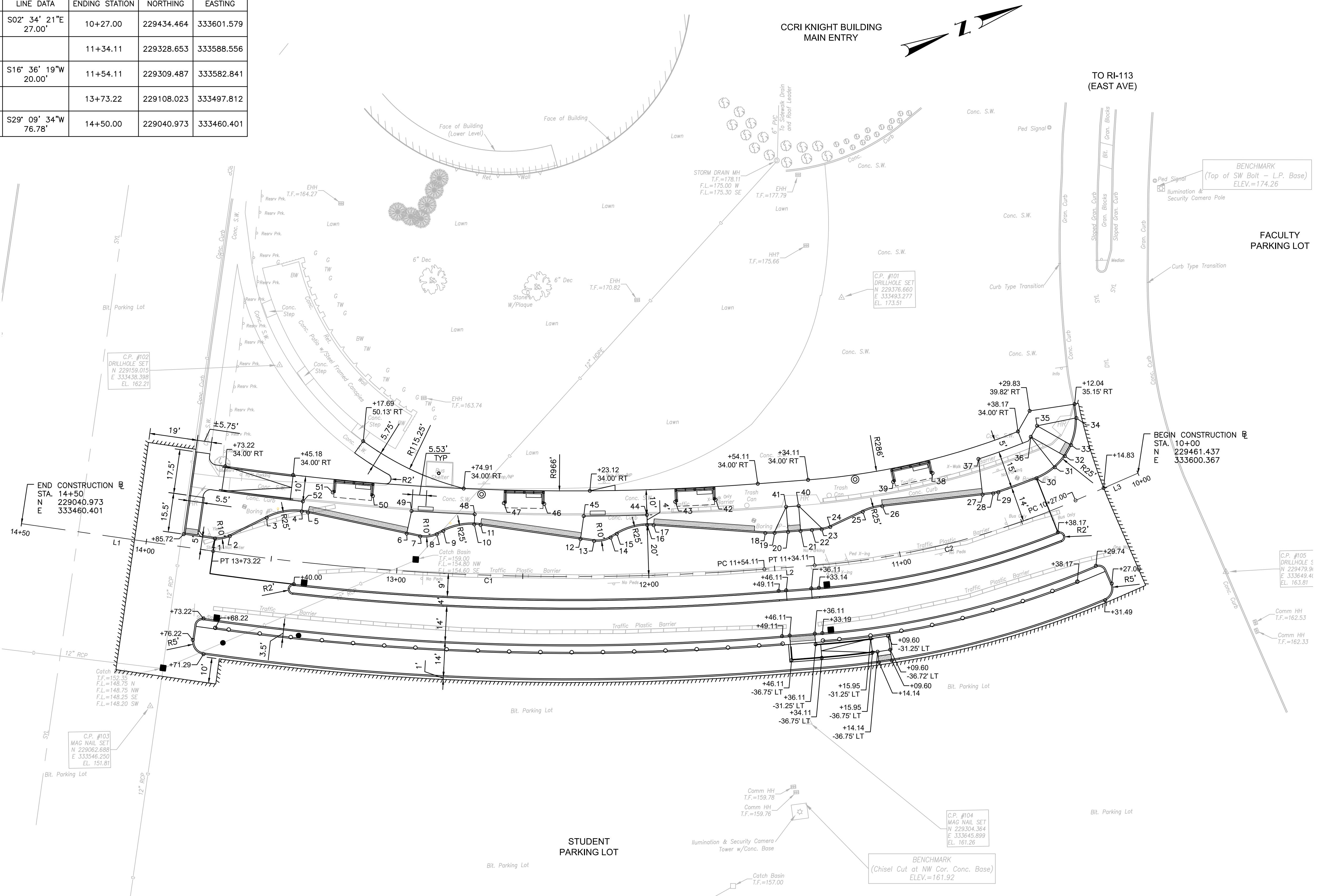
RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT
**SIGNING & PAVEMENT
MARKING PLAN**

RHODE ISLAND
DRAWING NO.
C-121

CONSTRUCTION								
NUMBER	STARTING STATION	NORTHING	EASTNG	CURVE DATA	LINE DATA	ENDING STATION	NORTHING	EASTING
L3	10+00.00	229461.437	333600.367		S02° 34' 21"E 27.00'	10+27.00	229434.464	333601.579
C2	10+27.00	229434.464	333601.579	R=320.00 Δ=19°10'40" L=107.11 T=54.06		11+34.11	229328.653	333588.556
L2	11+34.11	229328.653	333588.556		S16° 36' 19"W 20.00'	11+54.11	229309.487	333582.841
C1	11+54.11	229309.487	333582.841	R=1000.00 Δ=12°33'15" L=219.11 T=110.00		13+73.22	229108.023	333497.812
L1	13+73.22	229108.023	333497.812		S29° 09' 34"W 76.78'	14+50.00	229040.973	333460.401

POINT TABLE		
POINT NO.	NORTHING	EASTING
1	229110.459	333493.445
2	229116.304	333494.665
3	229132.576	333493.076
4	229146.455	333495.733
5	229148.645	333497.006
6	229182.168	333518.828
7	229186.754	333521.813
8	229193.221	333523.382
9	229196.093	333523.090
10	229208.488	333524.991
11	229210.761	333526.107
12	229245.728	333545.531
13	229250.512	333548.189
14	229257.072	333549.300
15	229259.918	333548.808
16	229272.415	333549.838
17	229274.761	333550.792
18	229315.007	333569.595
19	229318.444	333570.902
20	229323.550	333572.425
21	229328.342	333573.854
22	229332.654	333575.140
23	229336.426	333576.239
24	229339.885	333576.594
25	229354.090	333575.563
26	229362.130	333576.286

POINT TABLE (CONTINUED)		
POINT NO.	NORTHING	EASTING
27	229400.868	333586.253
28	229405.003	333587.317
29	229407.069	333587.624
30	229423.157	333587.886
31	229431.499	333586.365
32	229436.833	333583.649
33	229440.686	333580.463
34	229446.480	333571.214
35	229430.807	333568.517
36	229426.954	333571.703
37	229404.412	333572.478
38	229385.439	333571.150
39	229369.590	333568.807
40	229331.199	333564.271
41	229326.408	333562.842
42	229301.324	333550.207
43	229286.095	333545.233
44	229273.733	333546.061
45	229250.187	333537.505
46	229237.300	333527.381
47	229222.456	333521.354
48	229210.067	333521.316
49	229187.177	333511.134
50	229175.030	333500.133
51	229160.644	333493.082
52	229148.287	333492.177



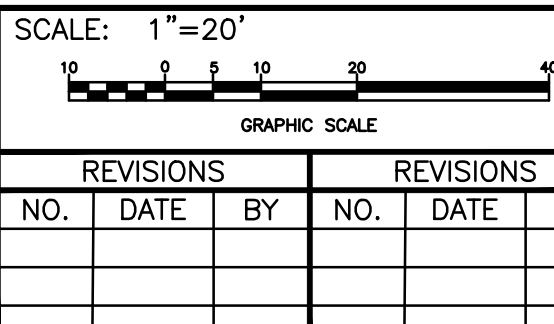
NOTES:
1. ALL CURB RADII ARE 3-FT UNLESS NOTED OTHERWISE.

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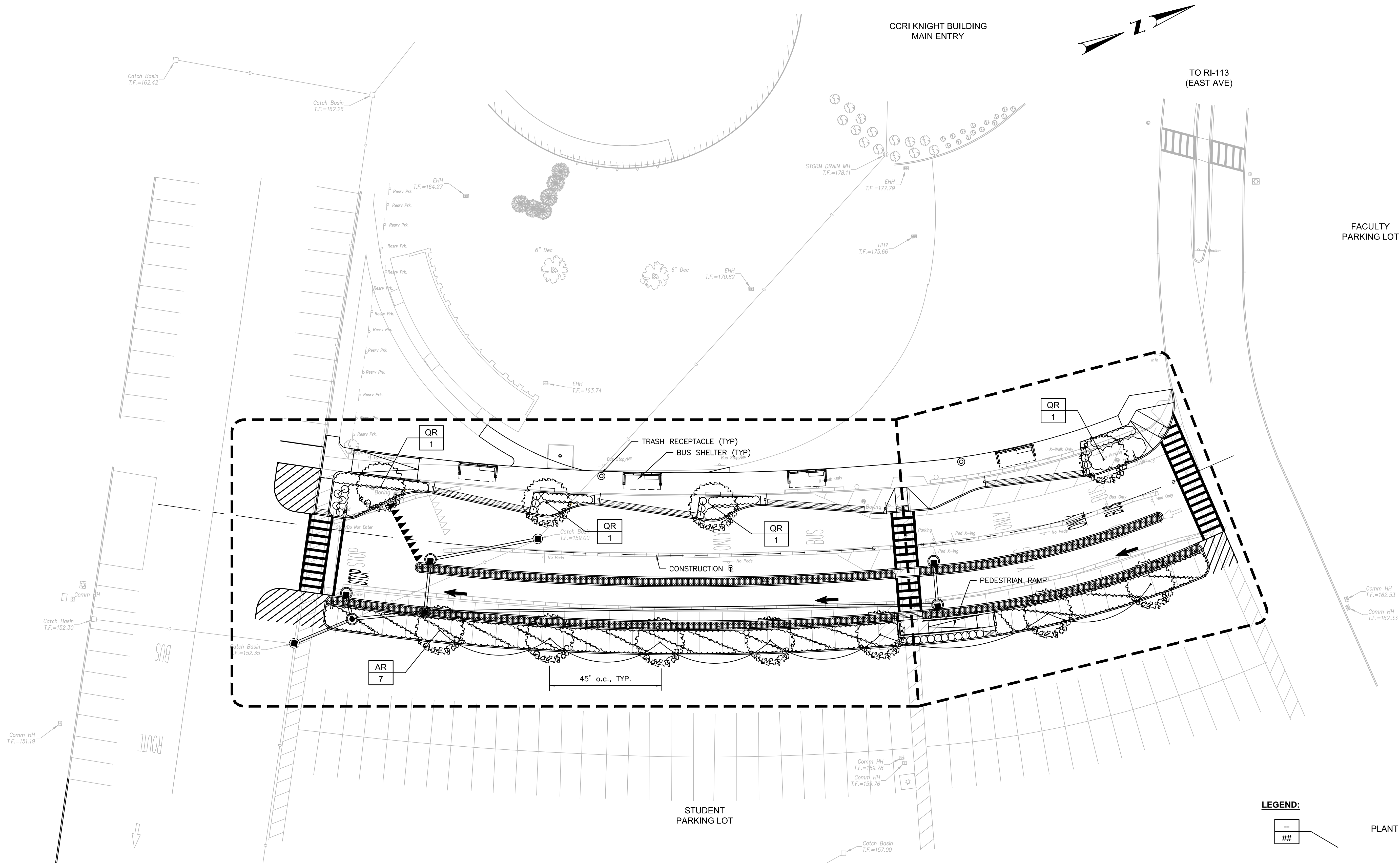
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OF: 027



WARWICK
DRAWING TITLE:
RIPTA-CCRI ENHANCED BUS SERVICE PROJECT
LOCATION PLAN
DRAWING NO.: **C-131**



LEGEND:



PLANT KEY SYMBOL

NOTES:

1. THIS PLAN IS INTENDED FOR PLANTING LOCATION PURPOSES ONLY. REFER TO SITE PLAN FOR SITE FURNISHINGS (BENCHES, TRASH RECEPTACLES, ETC.) AND PAVING MATERIAL.
2. SEE SHEET C-142 FOR ENLARGEMENT PLANTING PLANS
3. SEE SHEET C-142 FOR PLANT SCHEDULE

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SCALE: 1"=20'					
GRAPHIC SCALE					
REVISIONS			REVISIONS		
NO.	DATE	BY	NO.	DATE	BY

WARWICK
DRAWING TITLE:

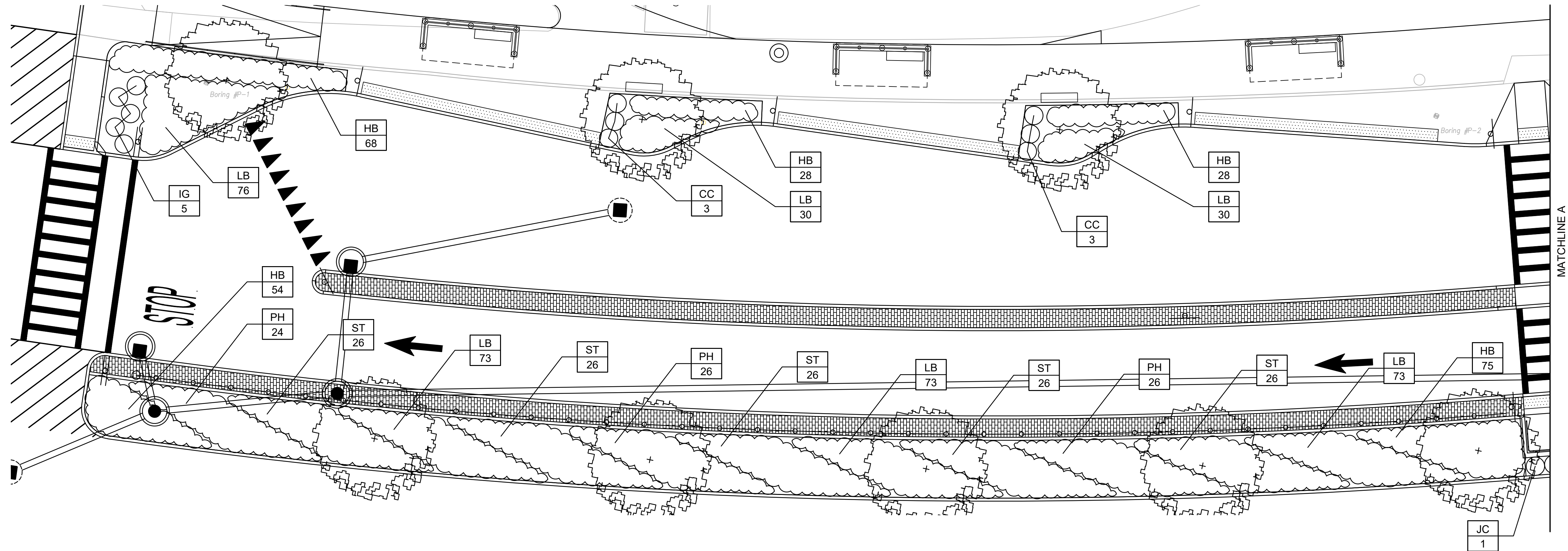
RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT

LANDSCAPE PLAN

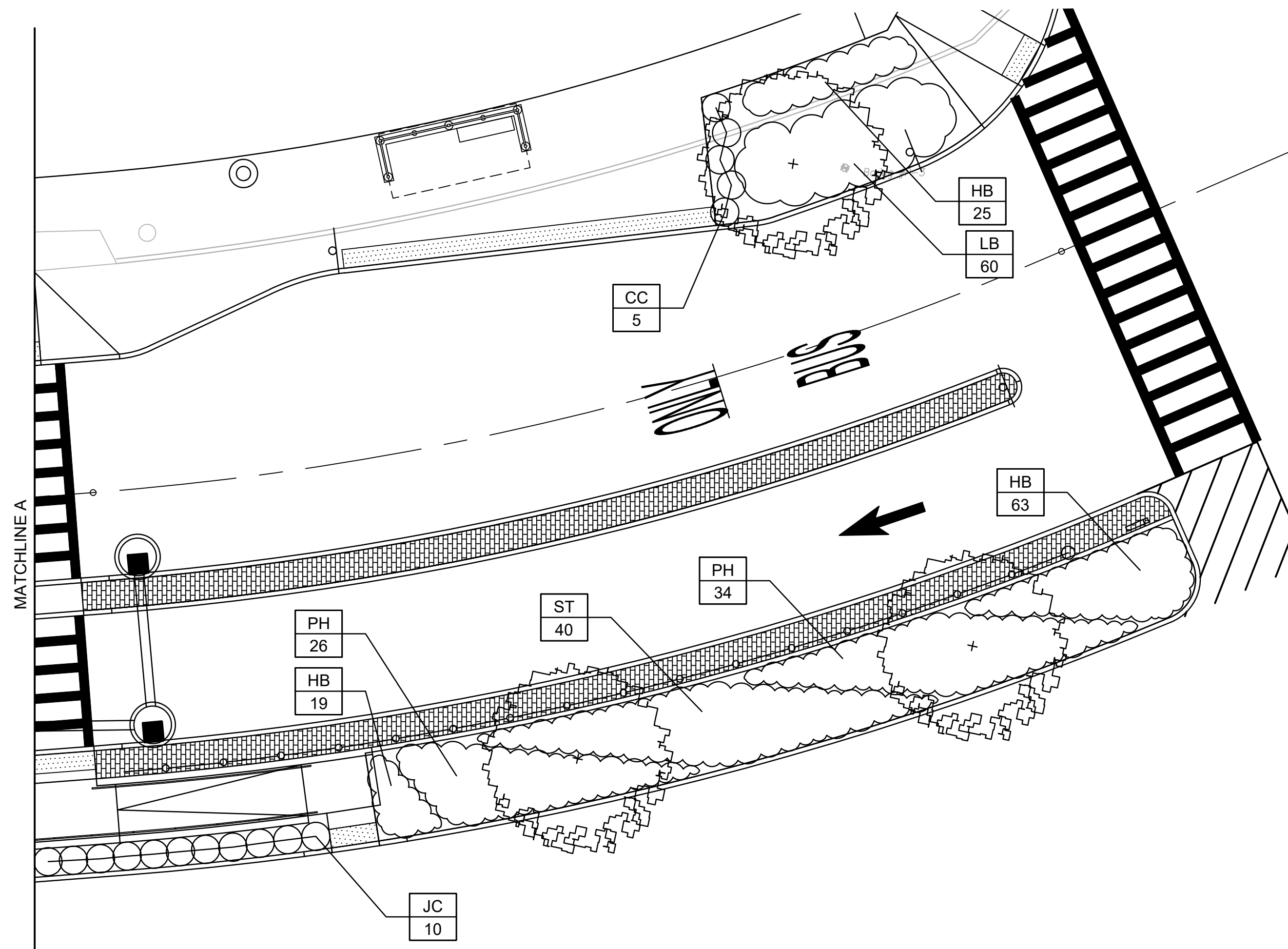
RHODE ISLAND

DRAWING NO.

C-141



PLANT SCHEDULE					
QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
TREES					
7	AR	Acer rubrum 'Armstrong'	Red Maple	3.5" Cal	As Shown
4	QR	Quercus rubra	Red Oak	3.5" Cal	As Shown
SHRUBS					
11	CC	Clethra alnifolia 'Compacta'	Compact Summersweet	24"-30" B&B	36" o.c.
5	IG	ilex glabra	Inkberry Holly	5 Gal.	36" o.c.
11	JC	Juniperus conferta 'Compacta'	Shore Juniper	3 Gal.	36" o.c.
GROUNDCOVER					
360	HB	Hemerocallis x 'Bitsy'	Yellow Daylily	4" Pot	18" o.c.
415	LB	Liriope muscari 'Big Blue'	Big Blue Lilyturf	4" Pot	18" o.c.
136	PH	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	1 Gal.	30" o.c.
170	ST	Schizachyrium scoparium 'The Blues'	Little Bluestem	1 Gal.	30" o.c.



LEGEND:

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##

PLANT KEY SYMBOL

NOTES:

1. THIS PLAN IS INTENDED FOR PLANTING LOCATION PURPOSES ONLY. REFER TO SITE PLAN FOR SITE FURNISHINGS (BENCHES, TRASH RECEPTACLES, ETC.) AND PAVING MATERIAL.

2. SEE SHEET C-141 FOR TREE PLANTING LAYOUT

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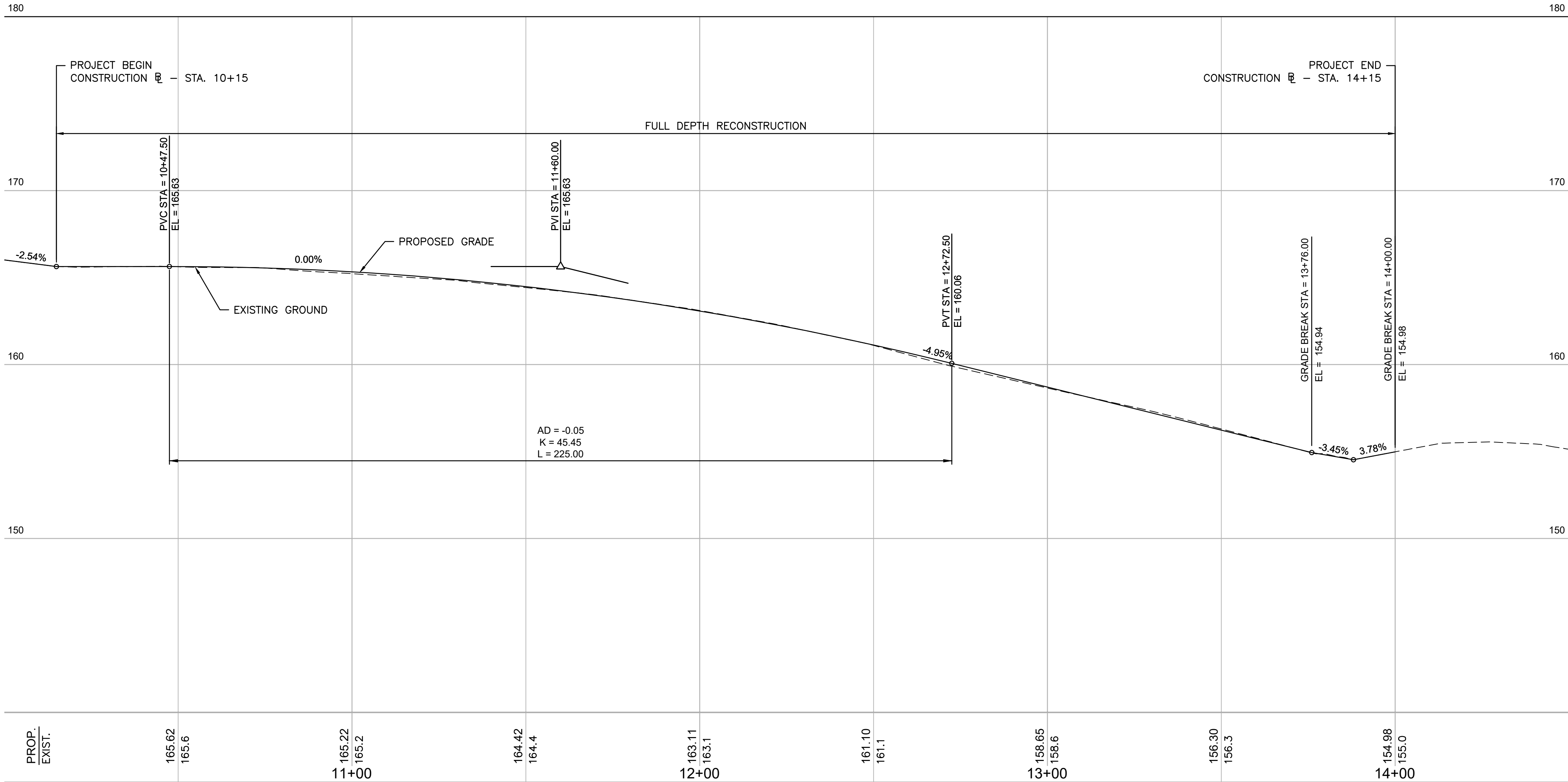
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OF: 027

SCALE: 1"=10'					
GRAPHIC SCALE					
REVISIONS			REVISIONS		
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RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT

LANDSCAPE PLAN

DRAWING NO.
C-142

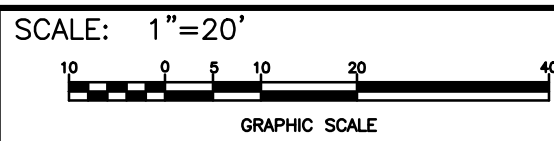


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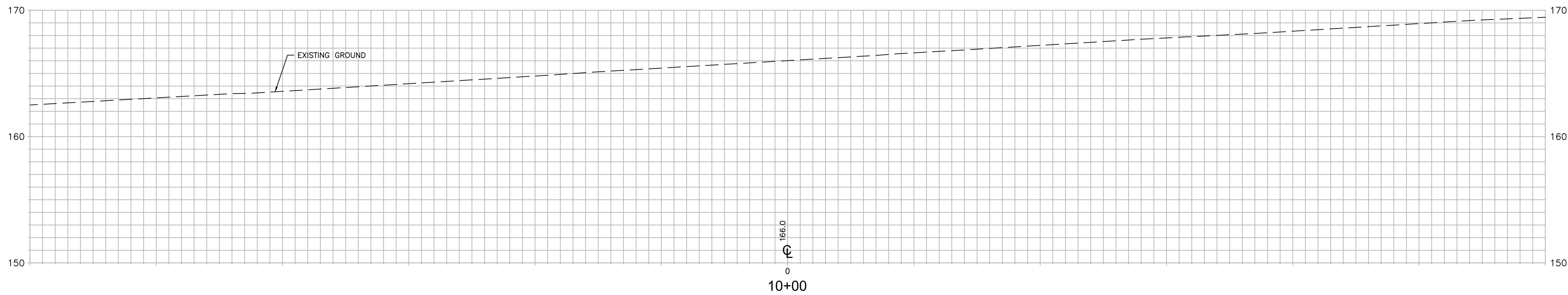
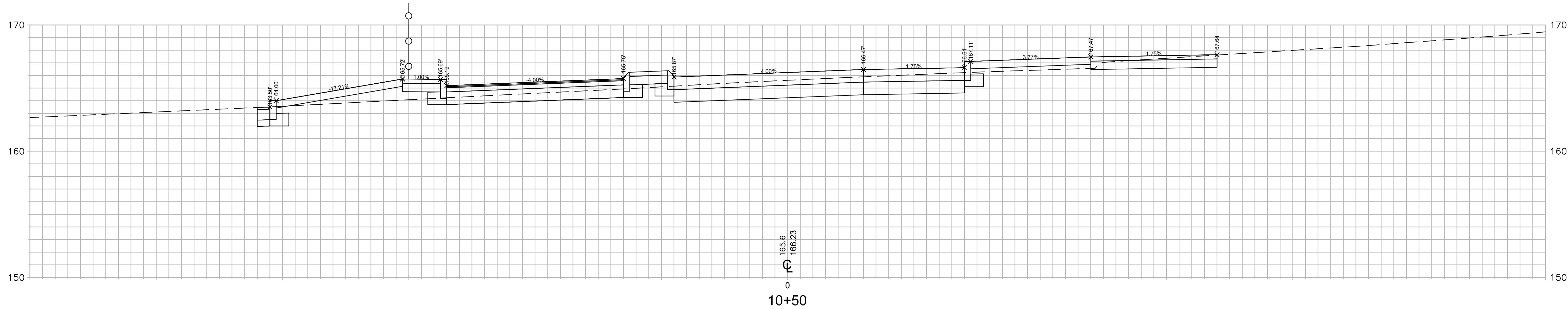
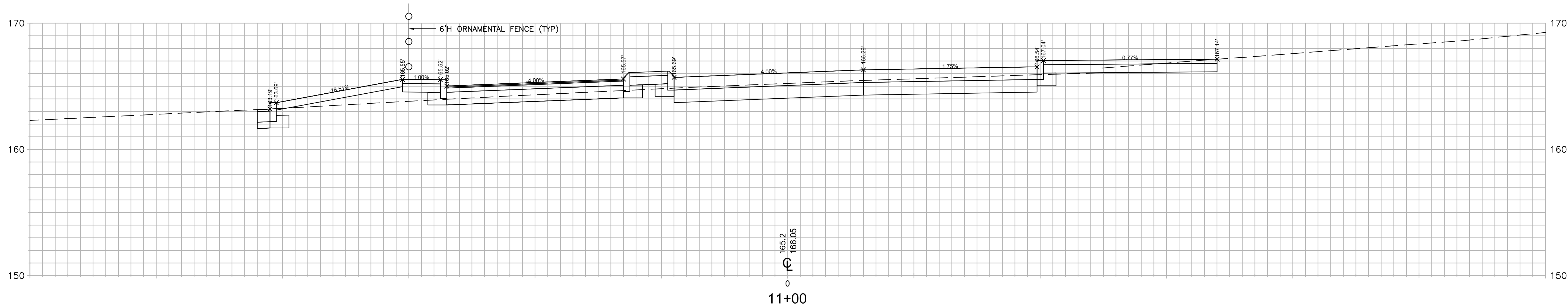
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WARWICK		RHODE ISLAND	
DRAWING TITLE:			
CONSTRUCTION PROFILE		C-201	



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WARWICK

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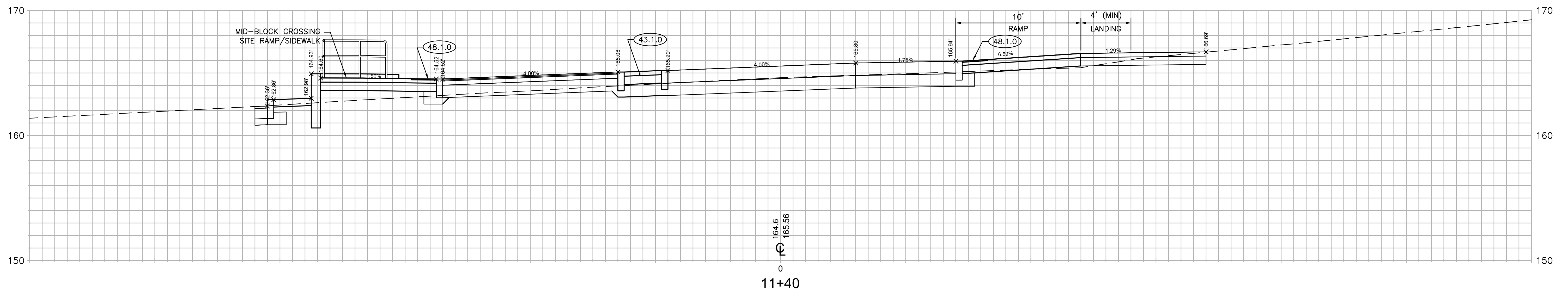
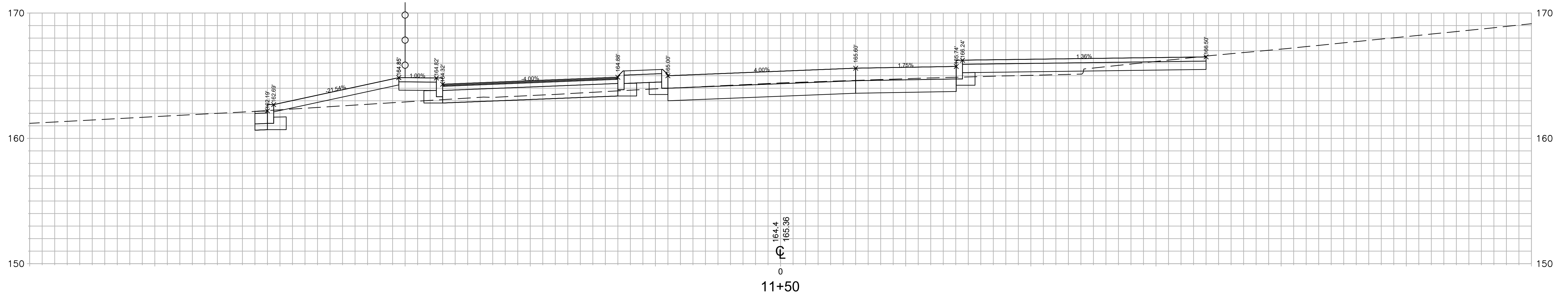
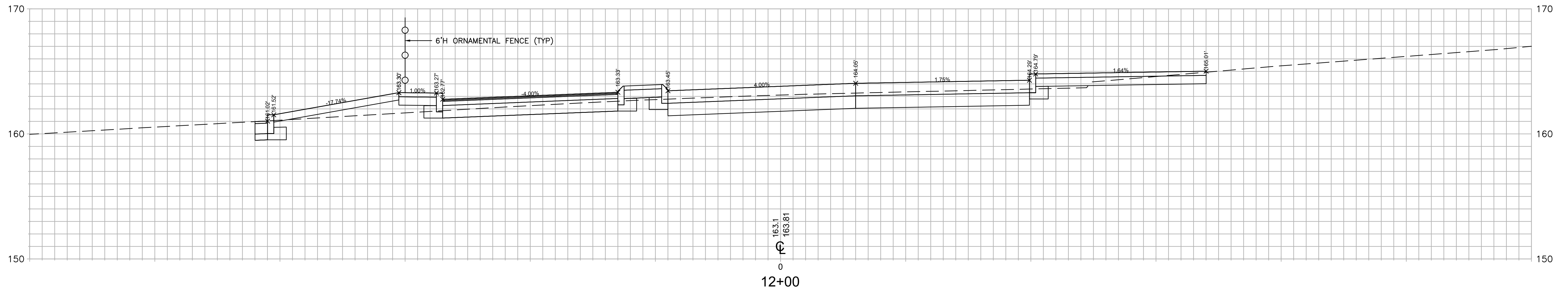
RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT

CROSS SECTIONS

RHODE ISLAND

DRAWING NO.

C-301

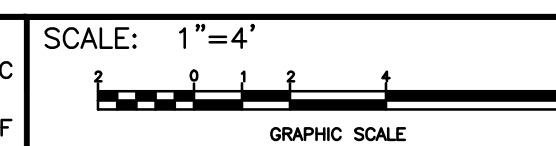


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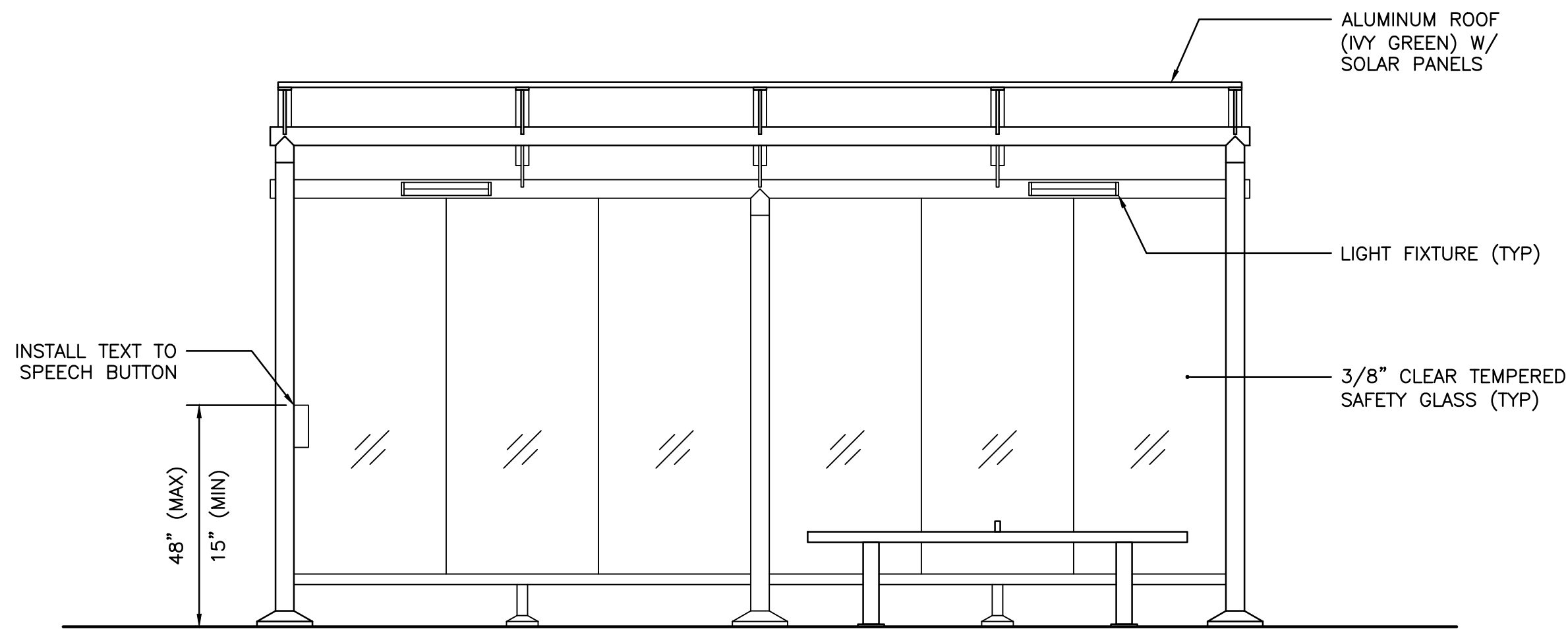
WARWICK
DRAWING TITLE:

**RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT**

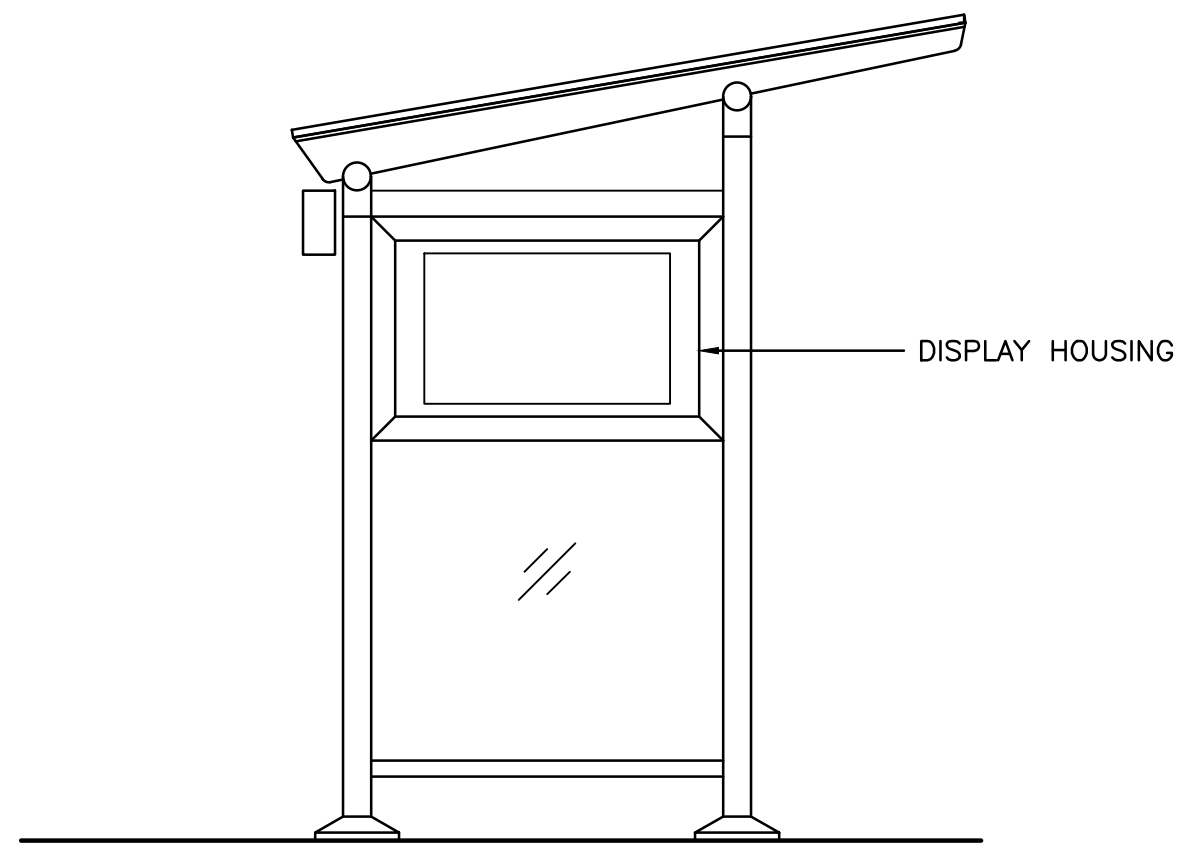
RHODE ISLAND
DRAWING NO.

CROSS SECTIONS

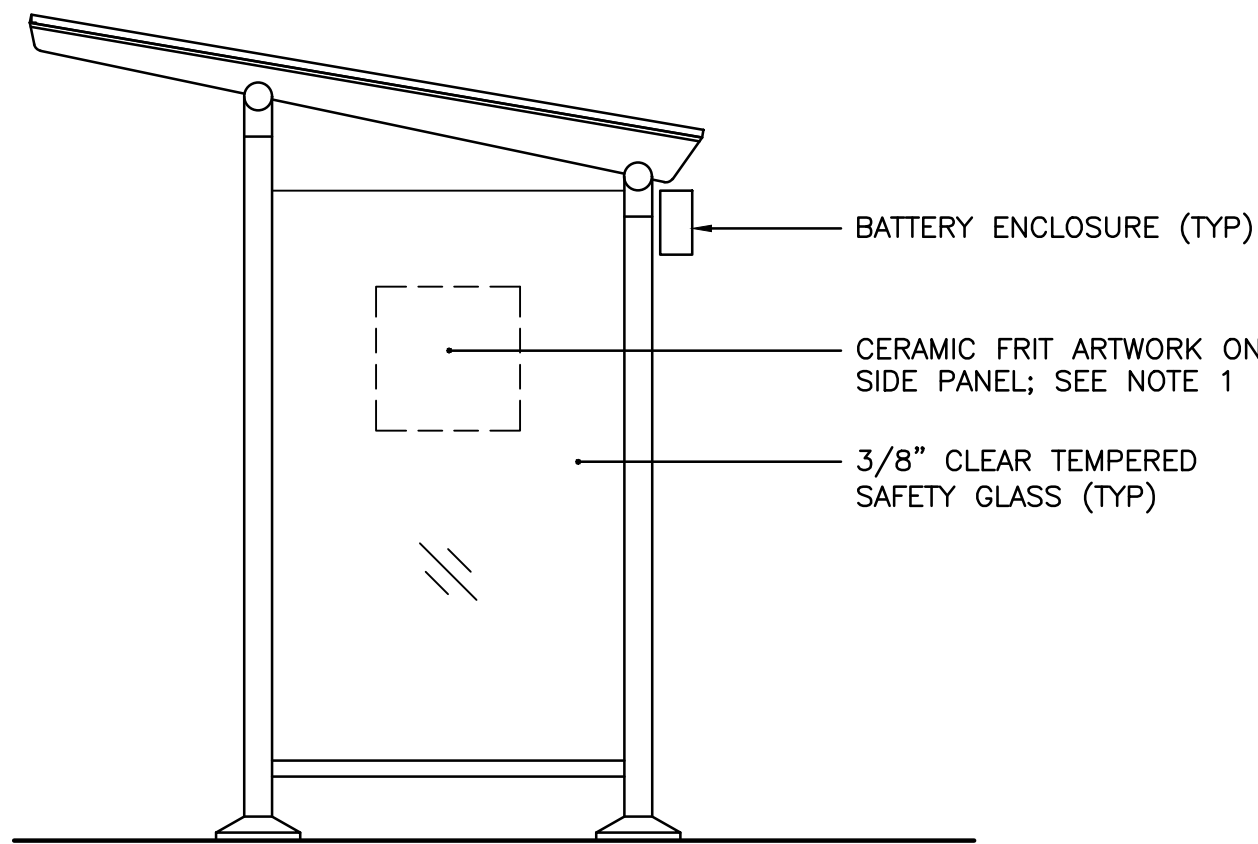
C-302



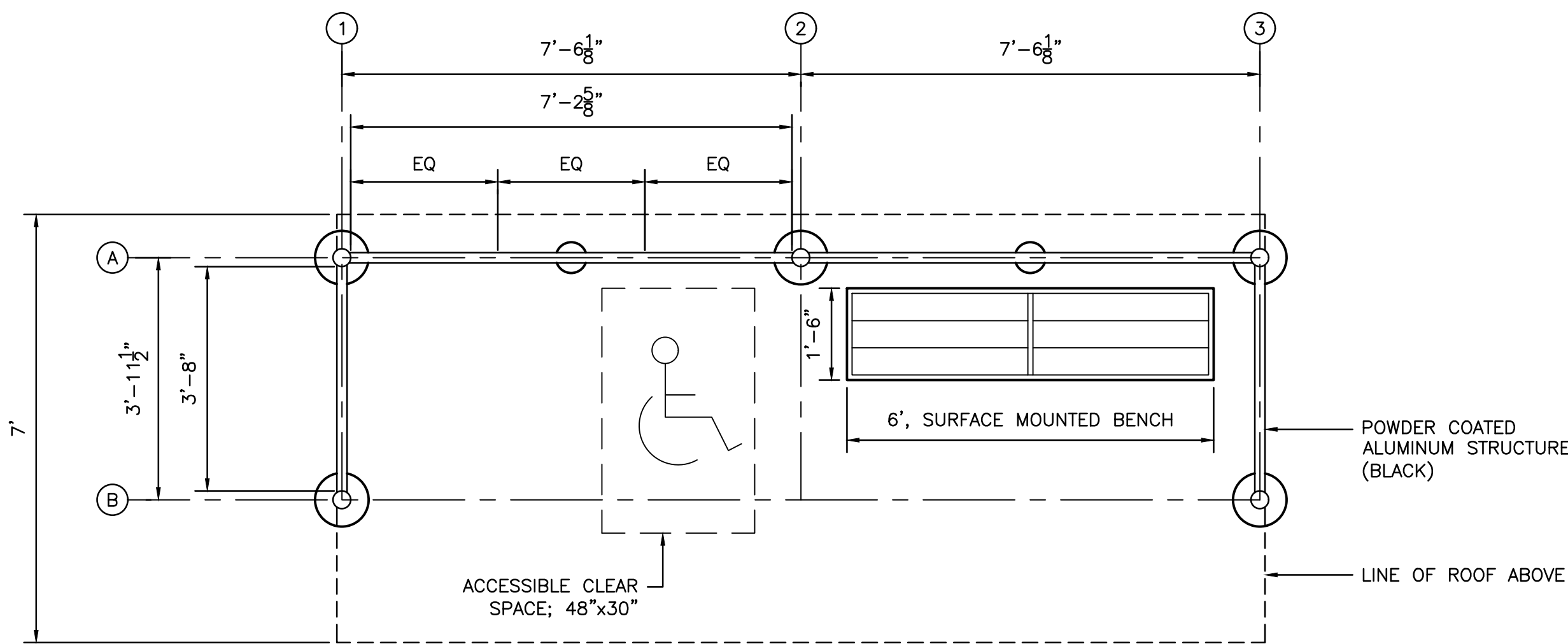
ELEVATION (FRONT)
SCALE: 1/2" = 1'-0"



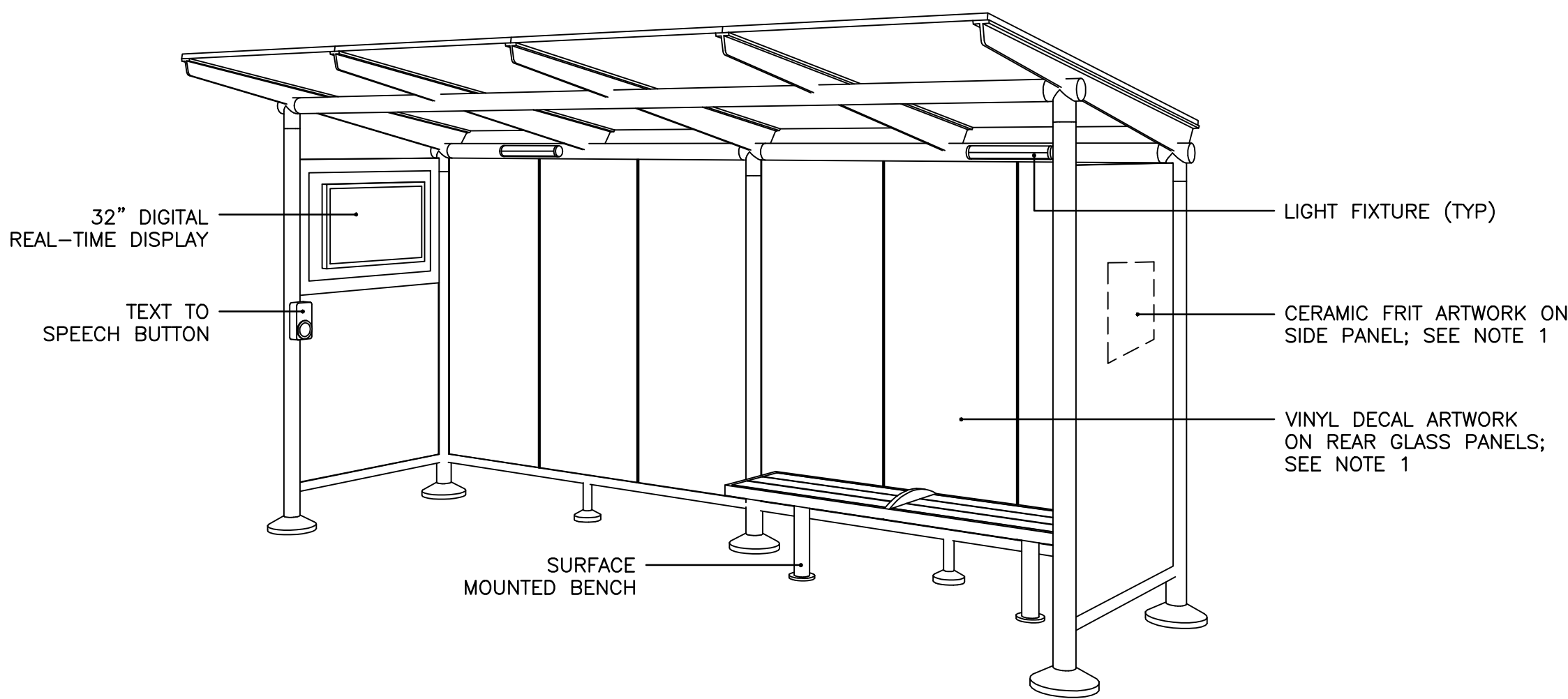
ELEVATION (LEFT SIDE)
SCALE: 1/2" = 1'-0"



ELEVATION (RIGHT SIDE)
SCALE: 1/2" = 1'-0"



BUS SHELTER - PLAN
SCALE: 1/2" = 1'-0"



ISOMETRIC
SCALE: N.T.S.

- NOTES:**
- ARTWORK DESIGN AND VECTOR FILE(S) TO BE SUPPLIED BY OWNER.
 - BUS SHELTERS SHALL PROVIDE A MINIMUM CLEAR FLOOR OR GROUND SPACE COMPLYING WITH ADA 2010 SECTION 305.

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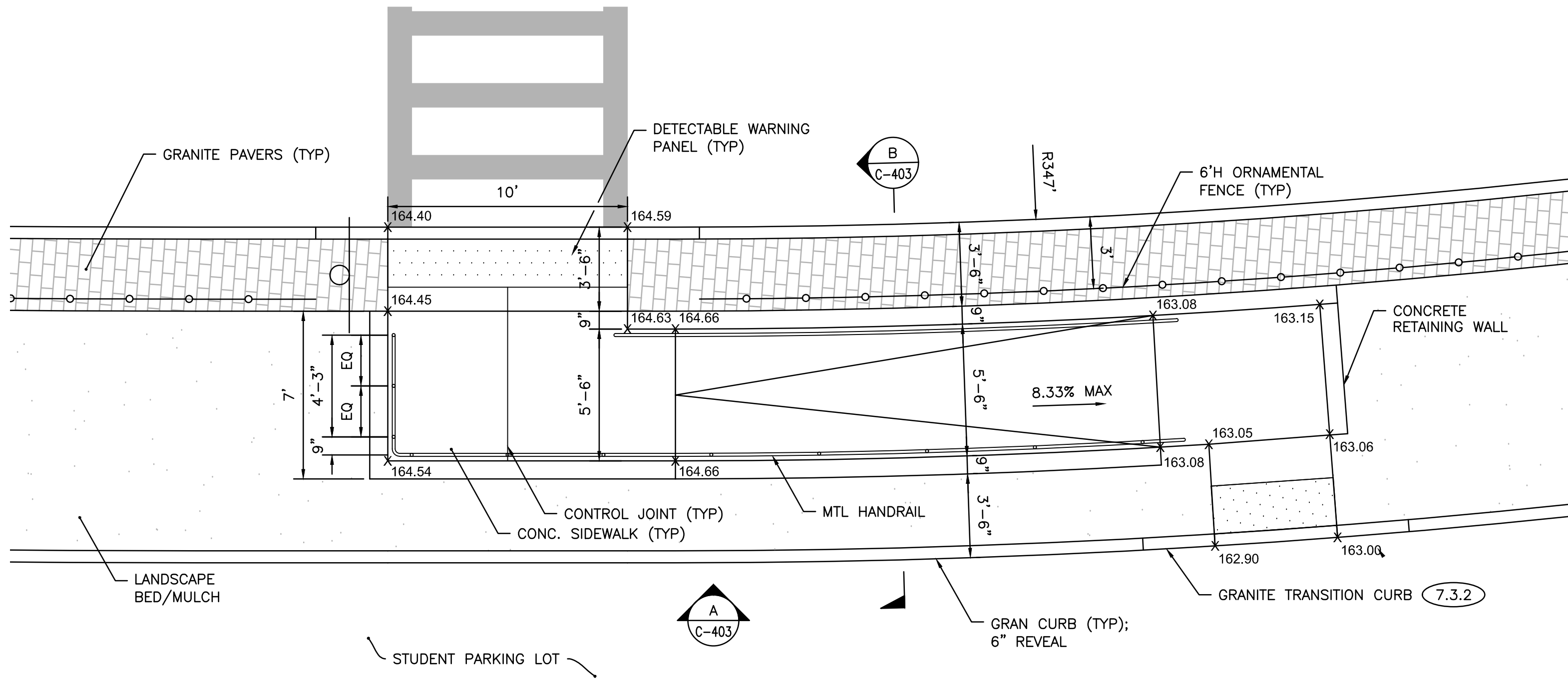


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OF: 027

SCALE: AS NOTED

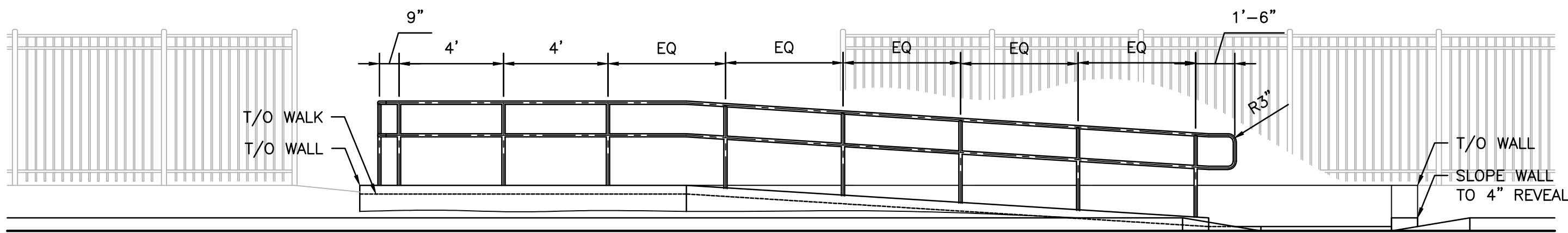
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NO.	DATE	BY	NO.	DATE	BY

RIPTA-CCRI ENHANCED BUS SERVICE PROJECT		RHODE ISLAND
DRAWING TITLE:		DRAWING NO.
BUS SHELTER PLAN		C-401

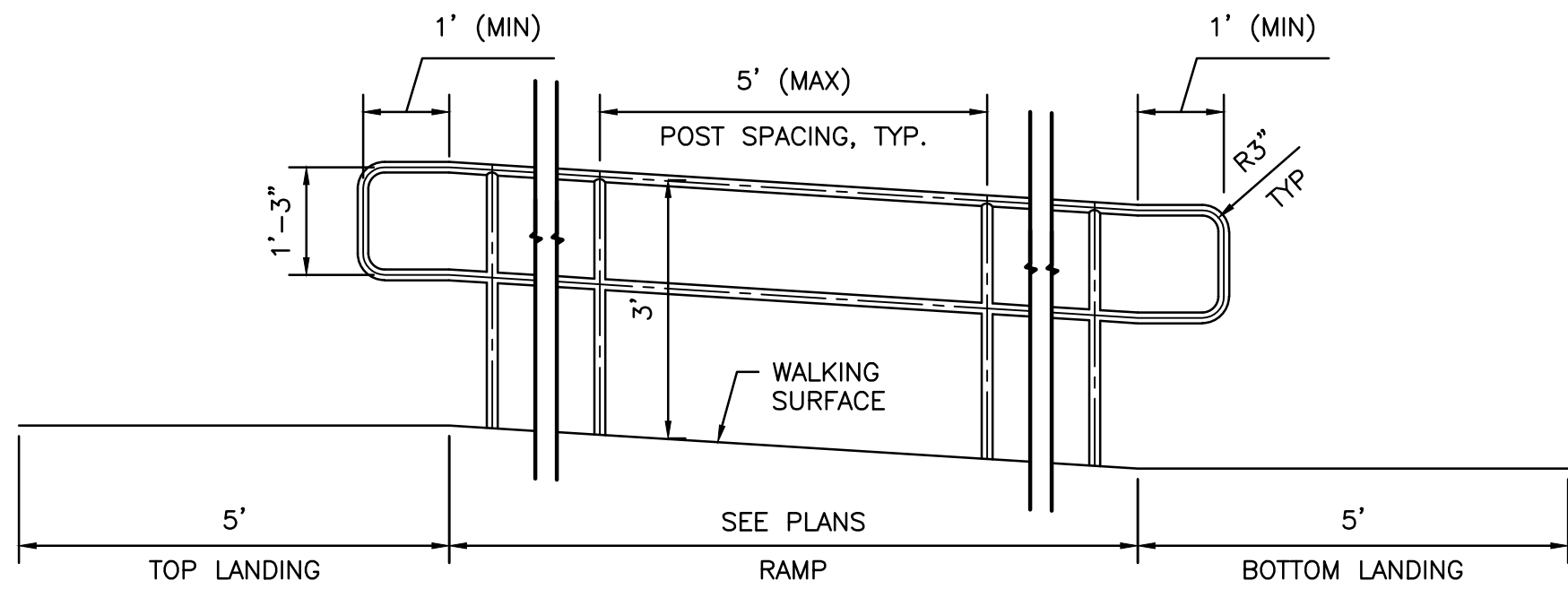


NOTES:
1. SPOT ELEVATIONS REPRESENT PAVEMENT AND SIDEWALK FINISH GRADE. REFER TO GRADING PLAN FOR ADDITIONAL INFORMATION.

SITE RAMP - PLAN
SCALE: 1/4" = 1'-0"

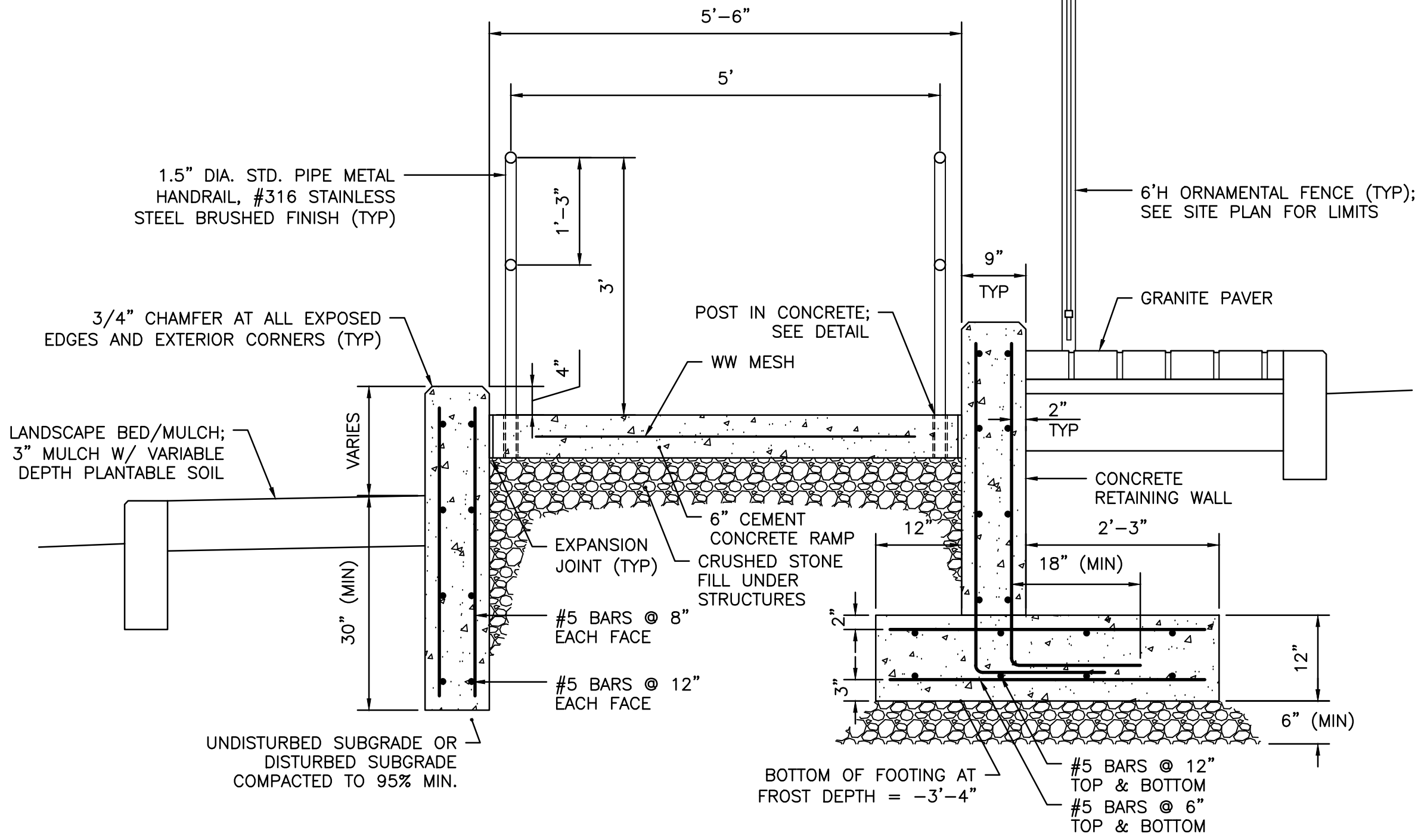


SITE RAMP - ELEVATION "A"
SCALE: 1/4" = 1'-0"

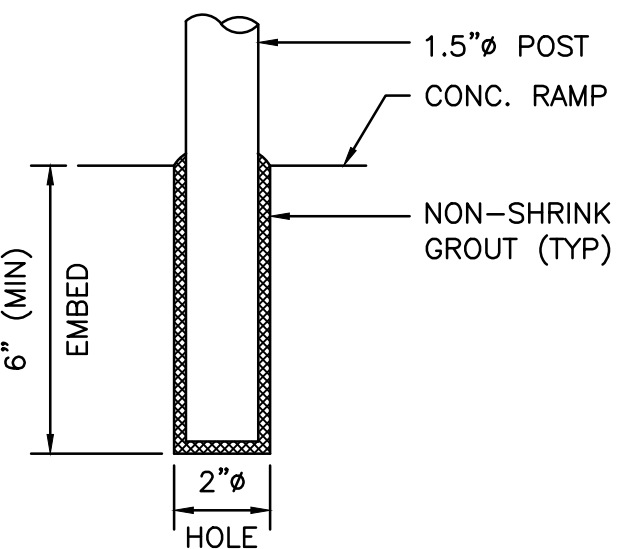


NOTES:
1. ALL WELDS TO BE TO TYPE I CONTINUOUS
2. LANDING LENGTH SHALL BE 60" MINIMUM AND WIDTH SHALL BE AT LEAST AS WIDE AS THE WIDEST RAMP RUN LEADING TO THE LANDING. SLOPES AT LANDINGS STEEPER THAN 2% SHALL NOT BE PERMITTED.

RAMP HANDRAIL
SCALE: 3/4" = 1'-0"



SITE RAMP - SECTION "B"
SCALE: 3/4" = 1'-0"



POST IN CONCRETE
SCALE: 3" = 1'-0"

NOTES:
1. EXTEND POSTS 6" INTO THICKENED EDGE OF CONCRETE SIDEWALK, CONCRETE SLAB, TOP OF WALL OR CONCRETE FOOTING
2. CORE DRILL OPENINGS SO THAT INSIDE DIAMETER OF POST OPENING IS 1/2" LARGER THAN OUTSIDE DIAMETER OF POST.
3. COAT END OF PIPE WITH ZINC CHROMATE PRIMER OR HEAVY BITUMINOUS PAINT TO PROTECT AGAINST ACCELERATED CORROSION.
4. POST TO BE SET IN NON-SHRINK, NON-METALLIC GROUT.

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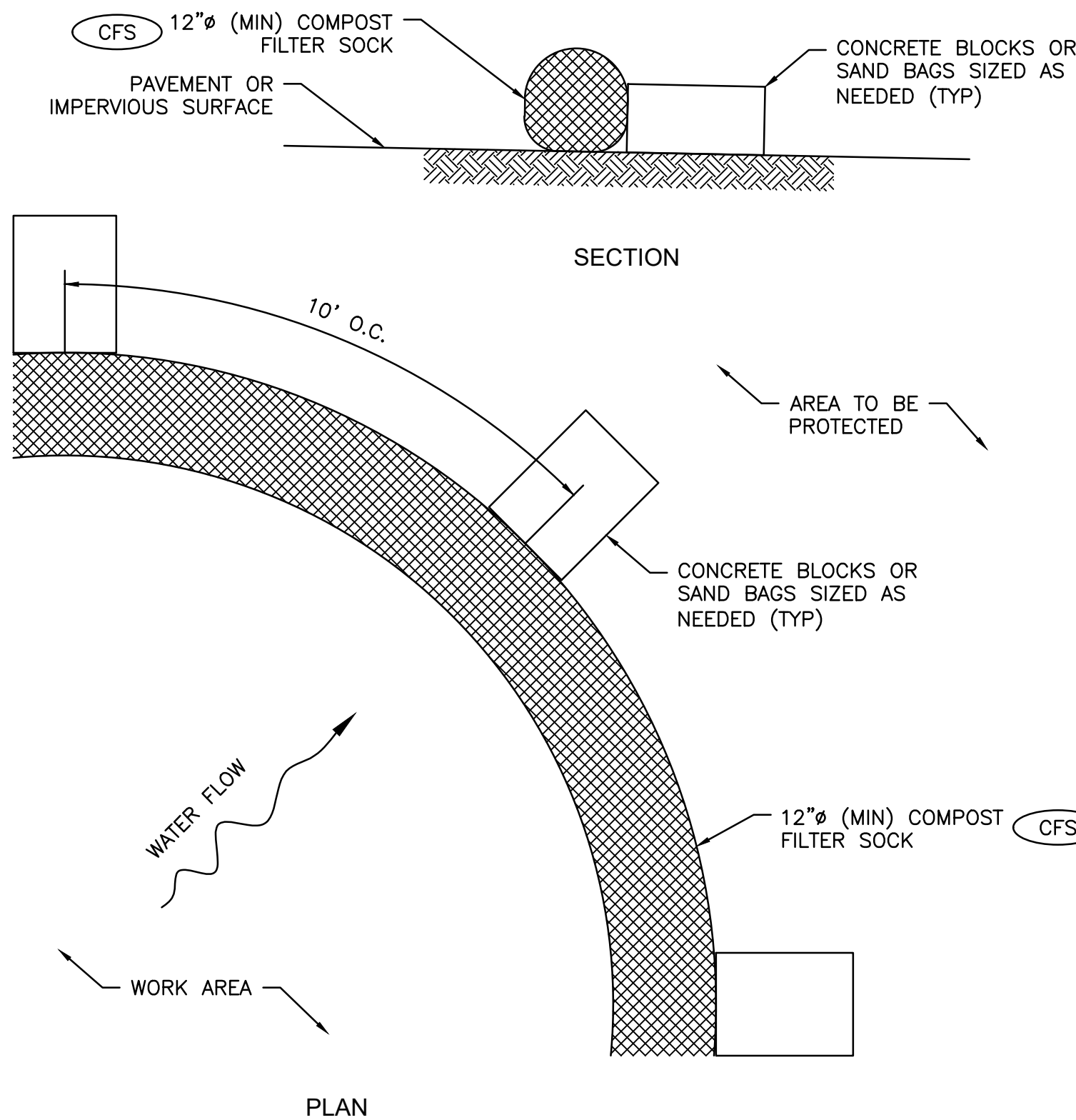


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OF: 027

SCALE: AS NOTED

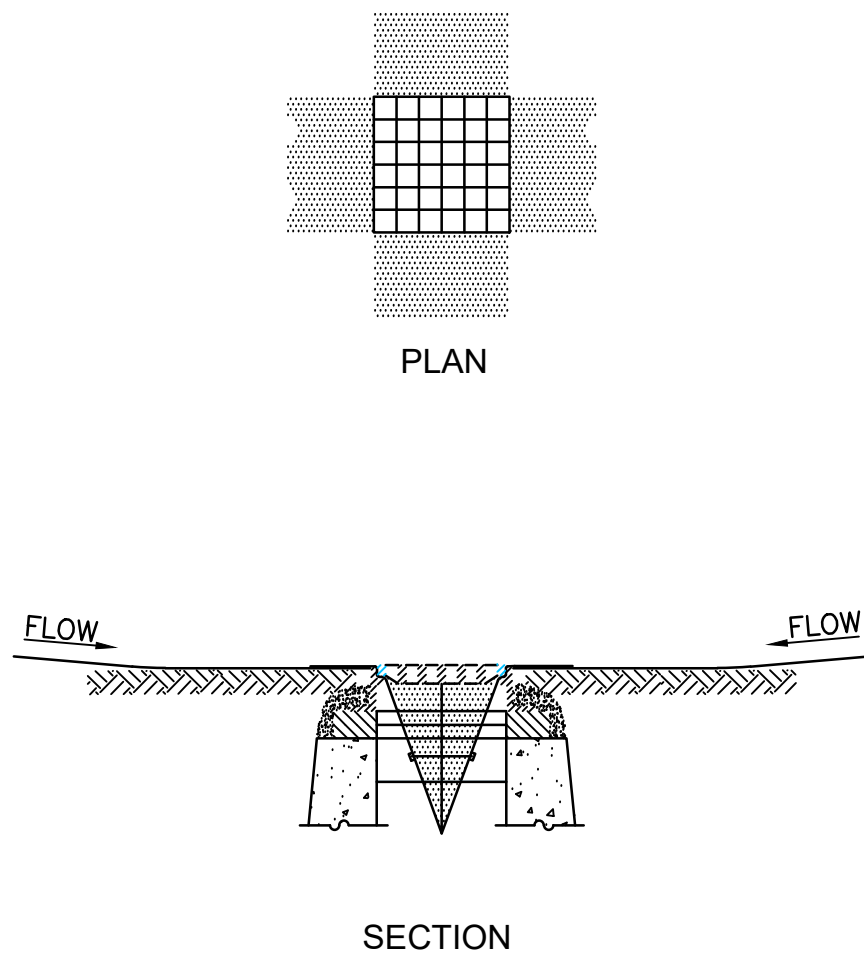
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NO.	DATE	BY	NO.	DATE	BY

RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT
DRAWING TITLE:
SITE RAMP DETAILS
DRAWING NO.:
C-402



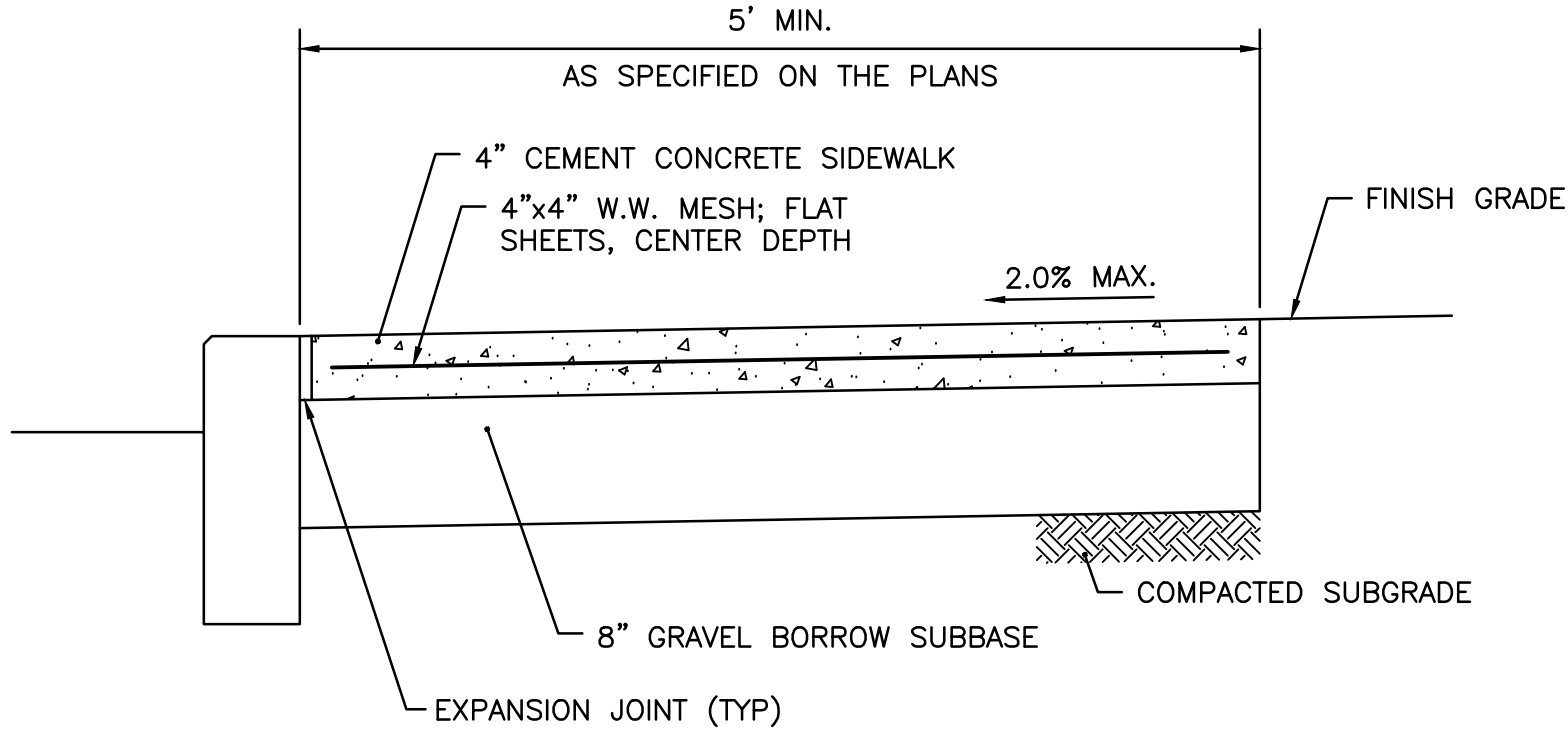
- NOTES:**
1. ALL MATERIAL TO MEET REQUIREMENTS OF SECTION 206 OF RI STANDARD SPECIFICATIONS.
 2. COMPOST MATERIAL MUST BE ACCEPTED BY THE ENGINEER PRIOR TO PLACEMENT.

COMPOST FILTER SOCK ON PAVEMENT
SCALE: NTS



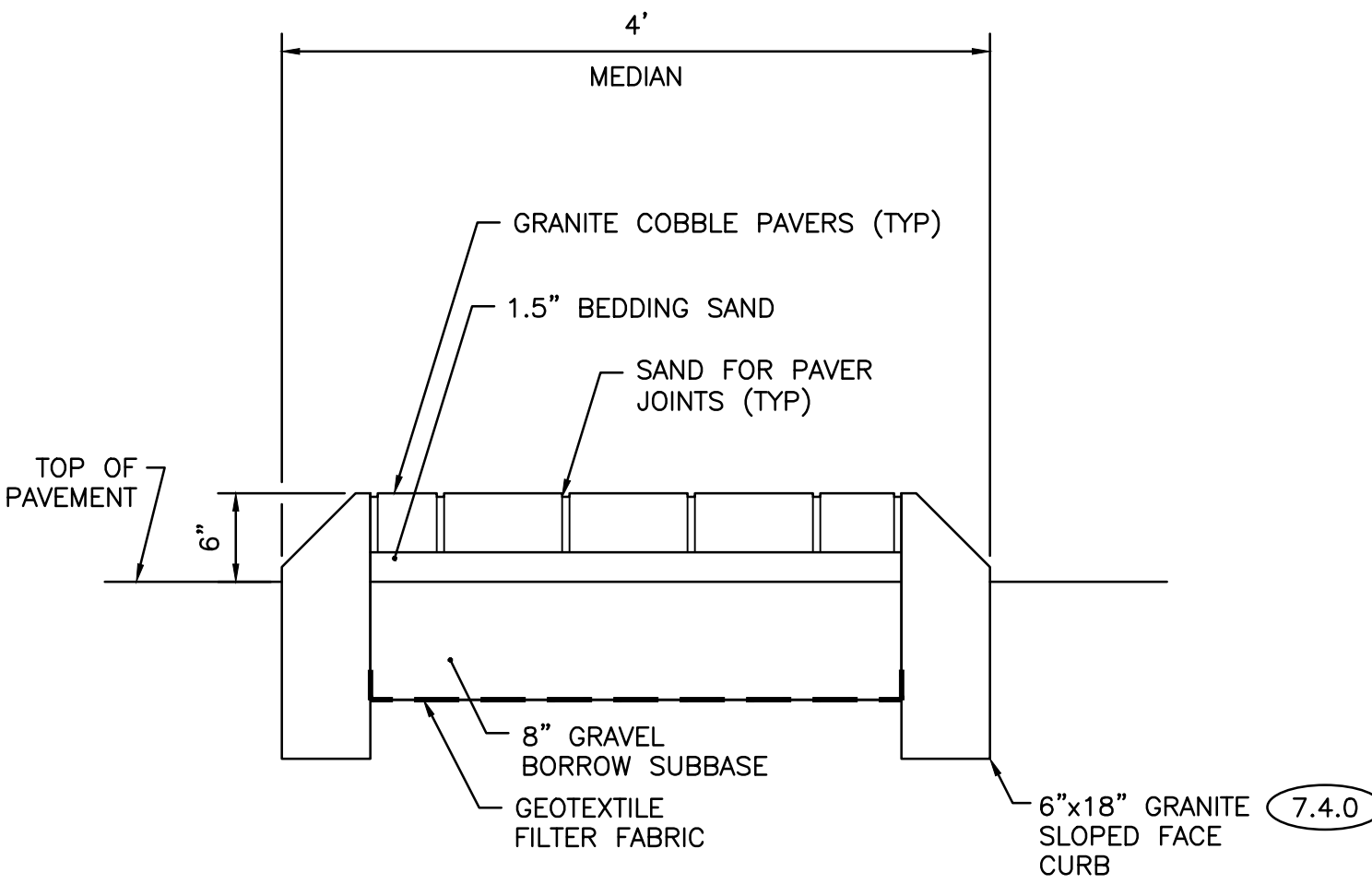
- NOTES:**
1. INSTALL INLET PROTECTION SACK IN EXISTING CATCH BASINS, BEFORE COMMENCING WORK, AND IN NEW CATCH BASINS IMMEDIATELY AFTER INSTALLATION OF STRUCTURE. MAINTAIN UNTIL BINDER COURSE PAVING IS COMPLETE OR A PERMANENT STAND OF GRASS HAS BEEN ESTABLISHED.
 2. GRATE TO BE PLACED OVER INLET PROTECTION SACK.
 3. INLET PROTECTION SACK SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS AND CLEANING OR REPLACEMENT SHALL BE PERFORMED.

SILT SACK
SCALE: NTS



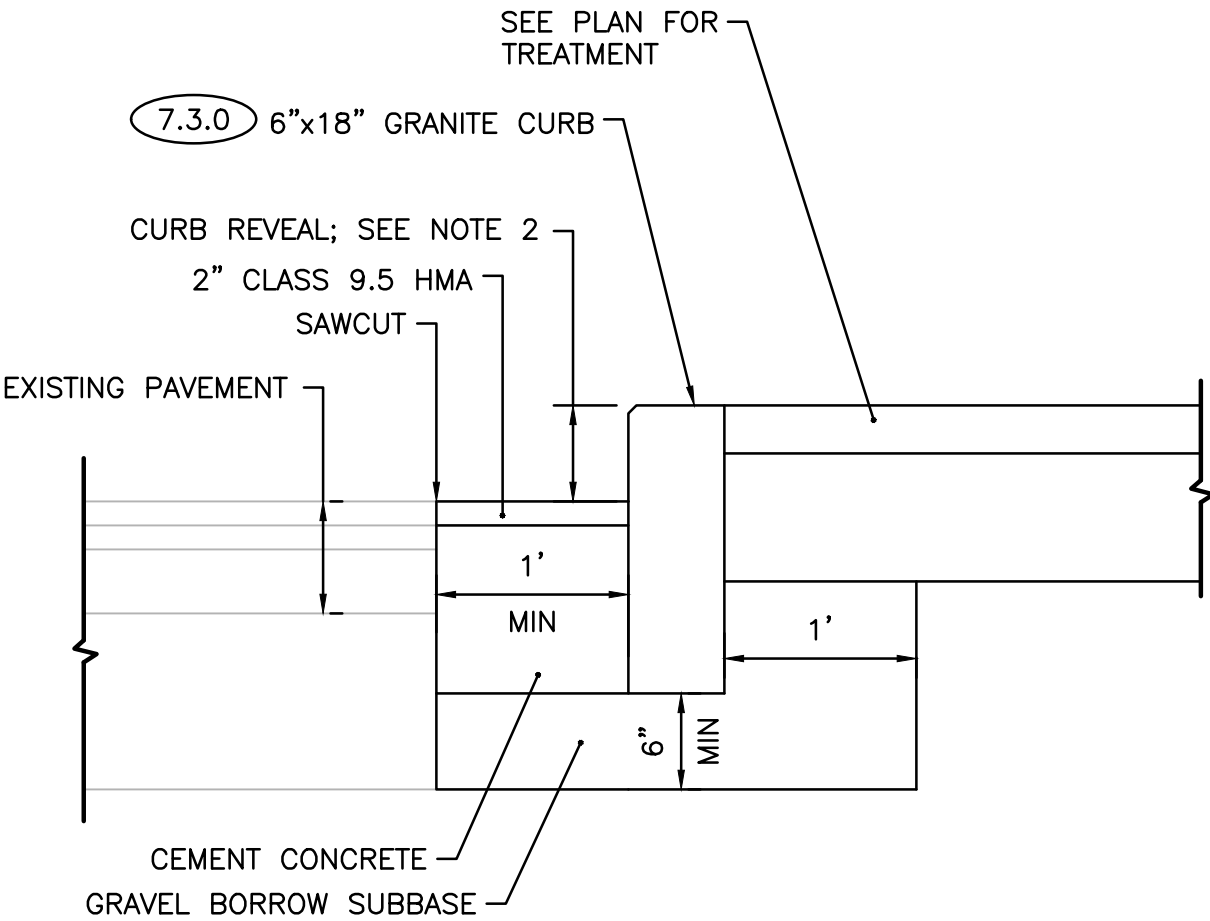
- NOTES:**
1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
 2. PROVIDE EXPANSION JOINTS AT MIN. 20' O.C. WITH PREFORMED JOINT FILLER; PROVIDE TOOLED DUMMY JOINTS AT 5' O.C.
 3. PROVIDE BROOM FINISH IN DIRECTION PERPENDICULAR TO CURB.

CONCRETE SIDEWALK
SCALE: NTS



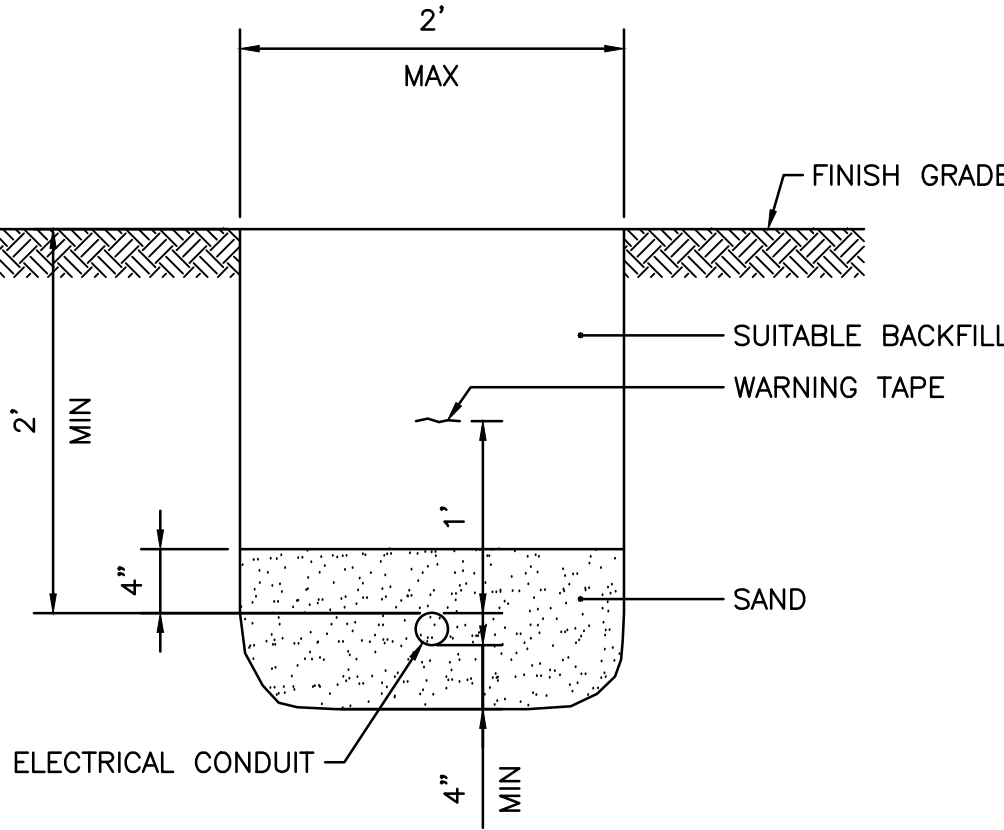
- NOTES:**
1. INSTALL EDGE RESTRAINT ALONG PERIMETER FOR PAVER AREAS NOT BUTTING AGAINST CURB, SIDEWALK, OR A FOUNDATION. PLACE ON COMPACTED BASE AND SECURE WITH LANDSCAPE SPIKES PER MANUFACTURER RECOMMENDATIONS.

MEDIAN/GRANITE PAVER DETAIL
SCALE: NTS

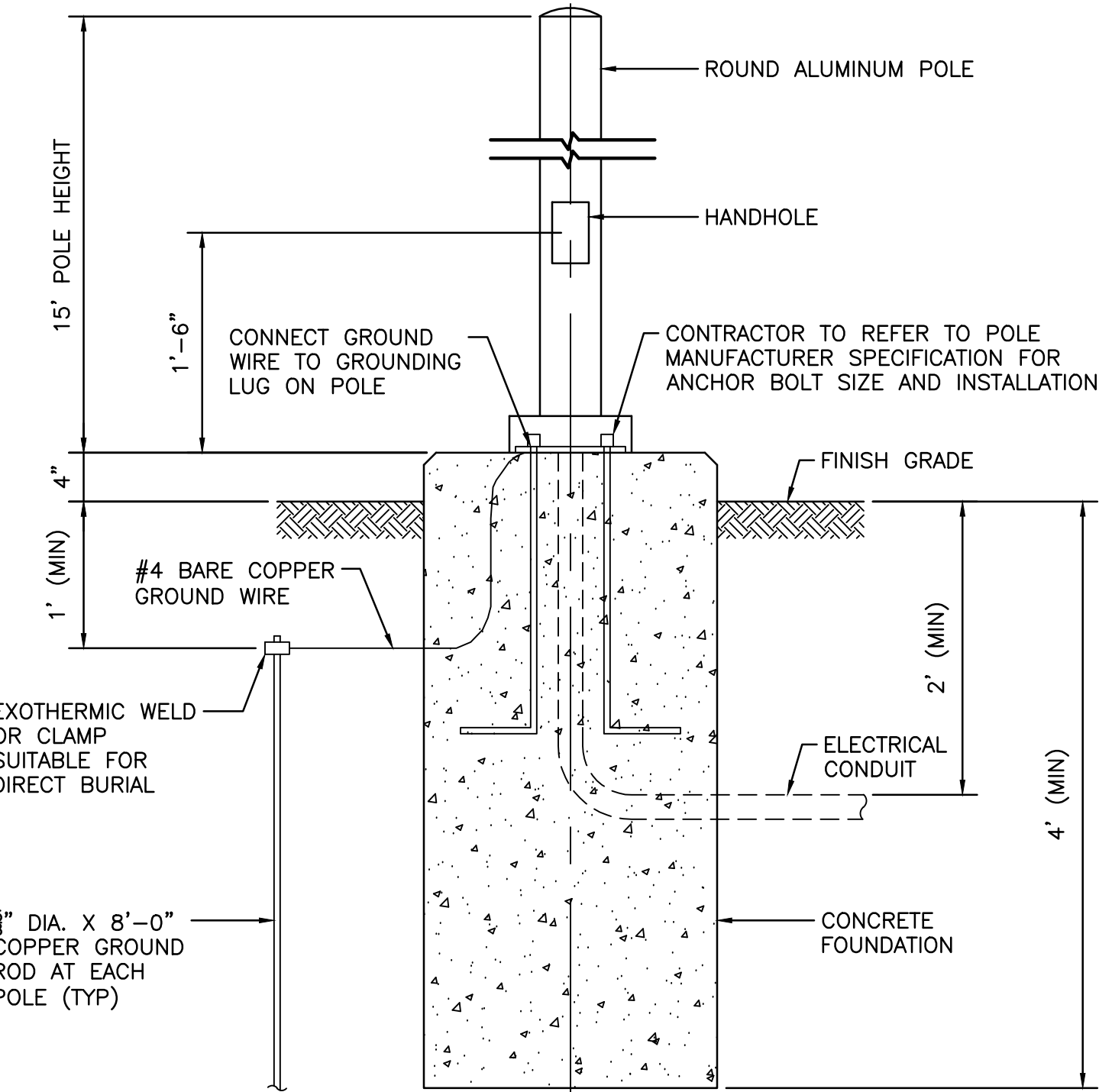


- NOTES:**
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
 2. NEW CURBING CONSTRUCTION SHALL BE SET AT A 6 INCH REVEAL OR AS INDICATED ON PLANS OR DIRECTED BY THE ENGINEER. NEW CURBING INSTALLED ADJACENT TO EXISTING CURBING SHALL MATCH THE EXISTING REVEAL OR A MINIMUM OF 4 INCHES, WHICHEVER IS GREATER. IF ADJACENT EXISTING REVEAL IS LESS THAN 4 INCHES, THE FIRST SECTION OF NEW CURB SHALL TRANSITION TO 4 INCH REVEAL.

CURB SETTING DETAIL IN EXISTING PAVEMENT
SCALE: NTS

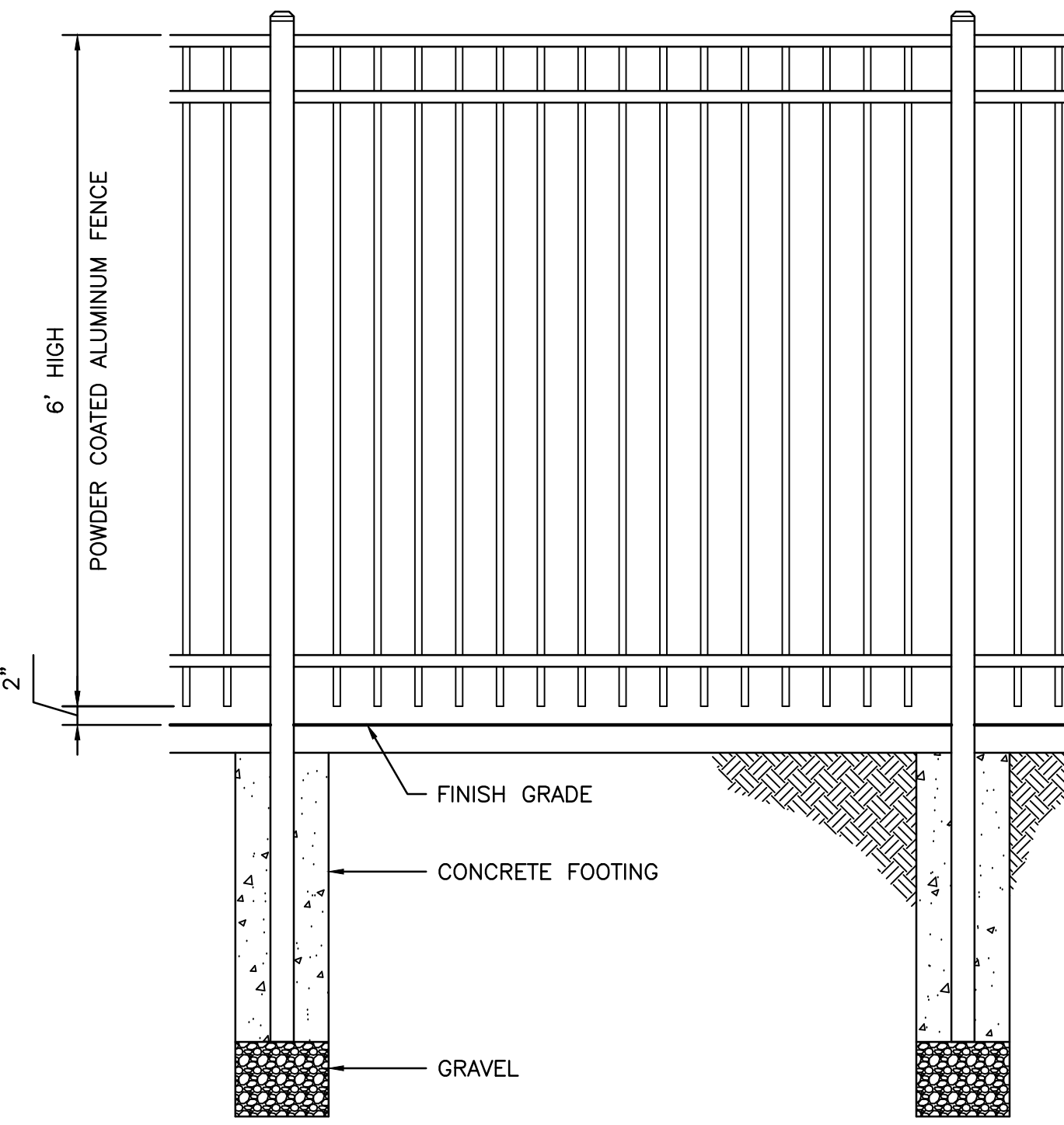


TRENCH DETAIL - CONDUIT UNDER EARTH
SCALE: NTS



- NOTES:**
1. ALL EQUIPMENT AND CONNECTIONS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
 2. CONTRACTOR SHALL PROVIDE OPTIMIZED CAMERA VIEWING ANGLE AND FIELD OF VIEW BASED ON SELECTED CAMERA SPECIFICATIONS.
 3. TEST ALL WIRING FOR CONTINUITY AND GROUNDS BEFORE CONNECTING ANY FIXTURES OR DEVICES. PERFORM INSULATION RESISTANCE TESTS ON ALL WIRING TO ENSURE THAT ALL PORTIONS ARE FREE FROM SHORT-CIRCUITS AND GROUNDS.
 4. PROVIDE GROUNDING IN ACCORDANCE WITH THE NEC.
 5. PROVIDE POWER CONNECTION/SERVICE FROM NEAREST HAND HOLE. COORDINATE WITH CCRI, VERIFY ALL REQUIREMENTS, AND COORDINATE EFFORTS.

CCTV CAMERA AND POLE
SCALE: NTS



- NOTES:**
1. INSTALL FENCE PER MANUFACTURER RECOMMENDATIONS.

6' HIGH ORNAMENTAL FENCE
SCALE: NTS

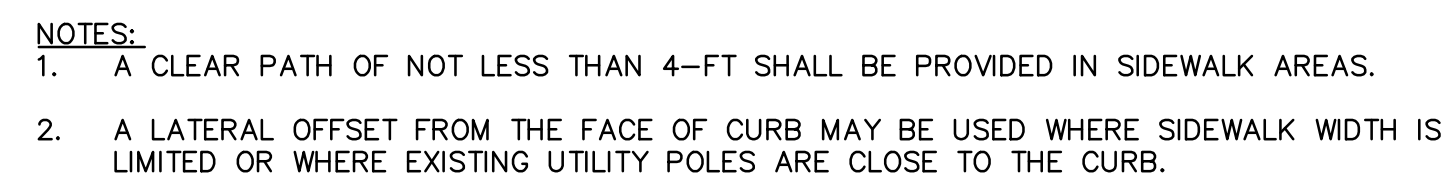


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SHEET: 021
OF: 027

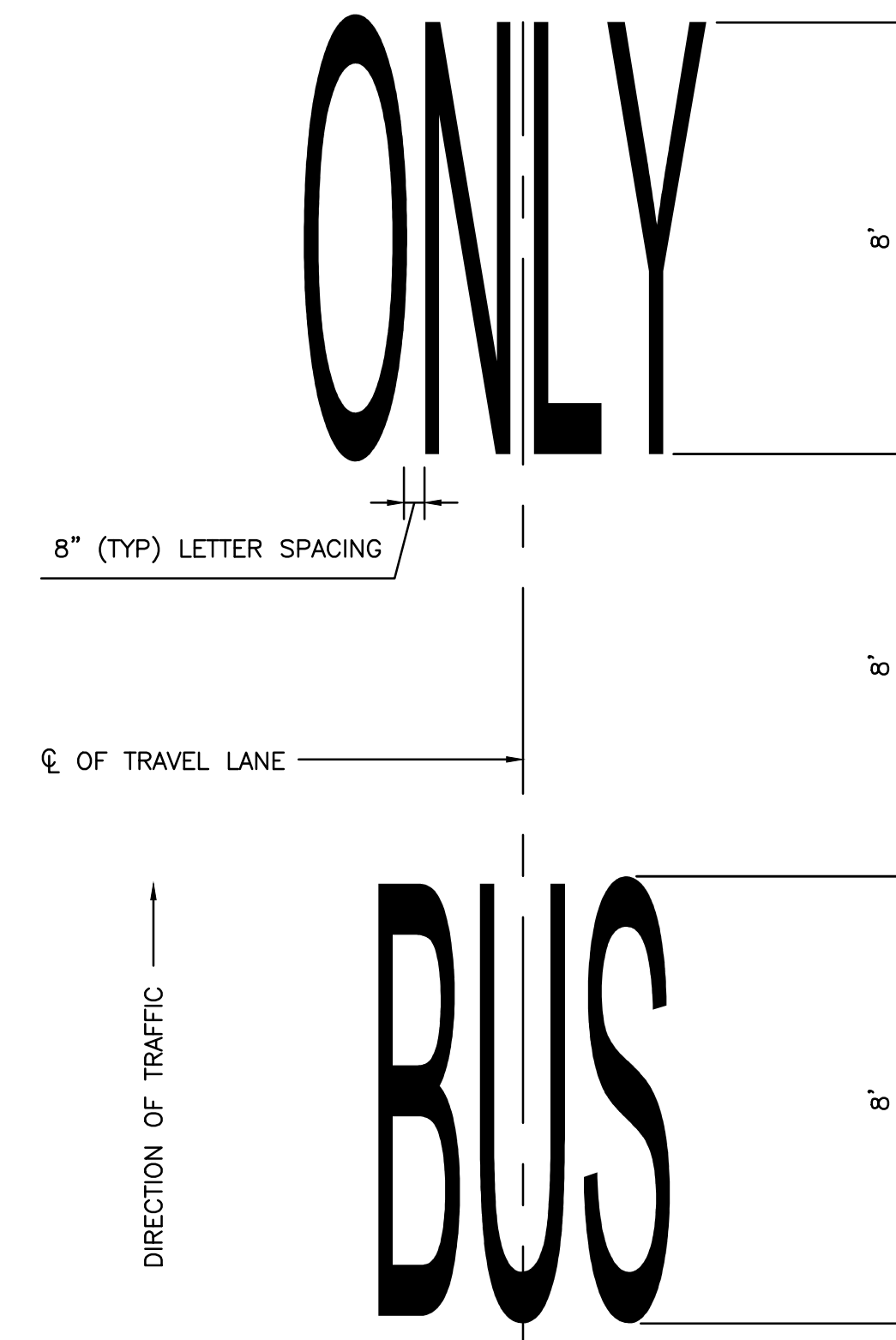
SCALE: AS NOTED

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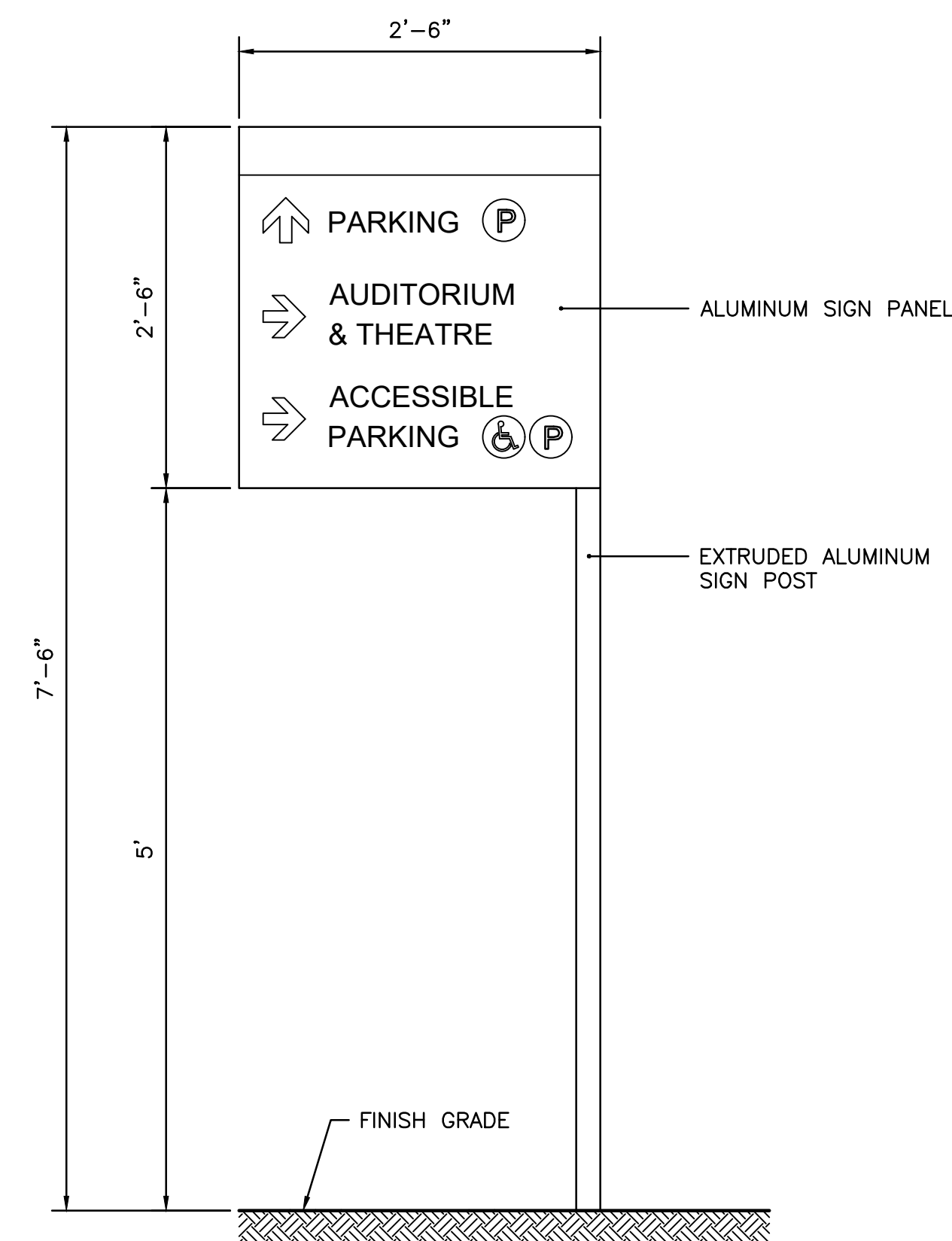
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CIVIL DETAILS
RHODE ISLAND
DRAWING NO. C-501



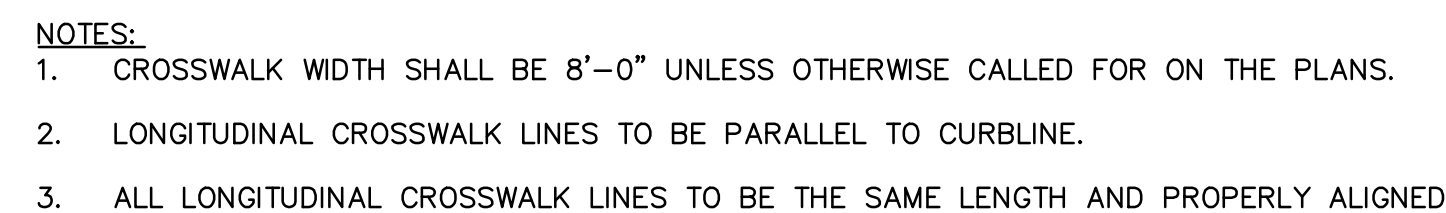
LANDING AREA AND CLEAR ZONE DETAIL BUS STOP LANDINGS
SCALE: NTS



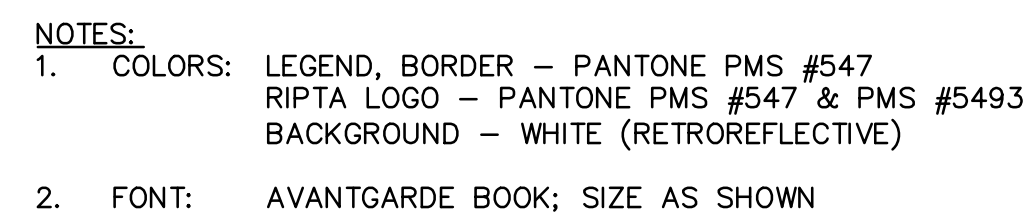
BUS ONLY PAVEMENT MARKING
SCALE: NTS



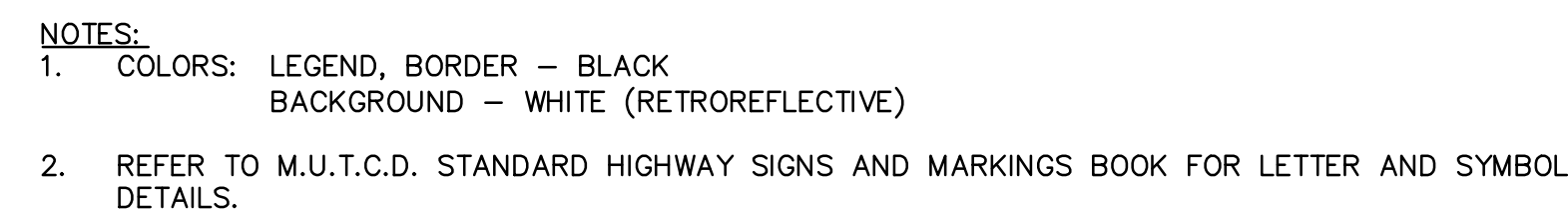
CCRI WAYFINDING SIGN (NIC)
SCALE: NTS



CROSSWALK AND STOP LINE (20.3.0)
SCALE: NTS



RIPTA "BUS STOP" SIGN
SCALE: NTS



R3-XXL "BUS ONLY LANE" SIGN
SCALE: NTS



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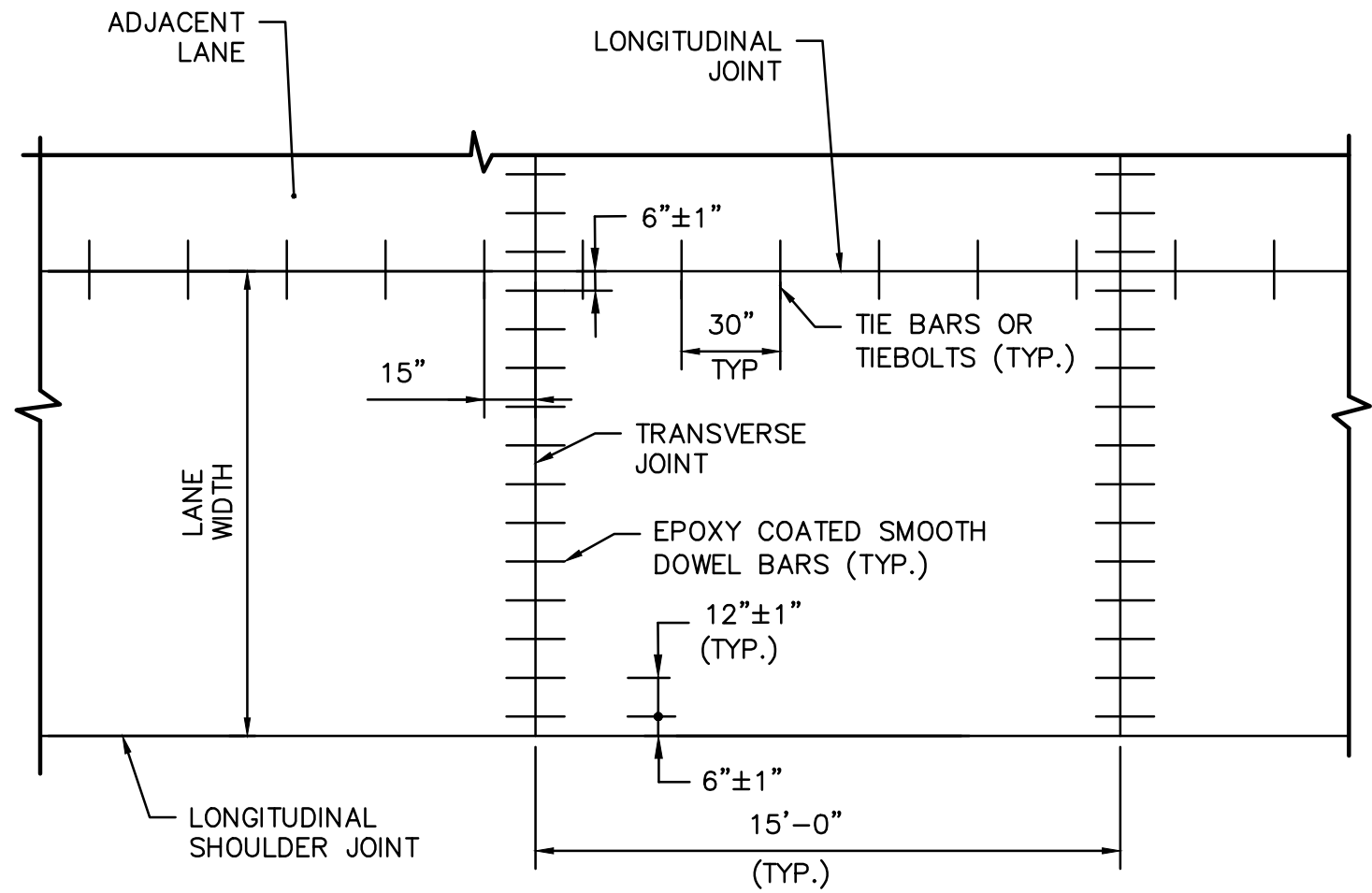
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DRAWING TITLE

RIPTA-CCRI ENHANCED BUS
SERVICE PROJECT

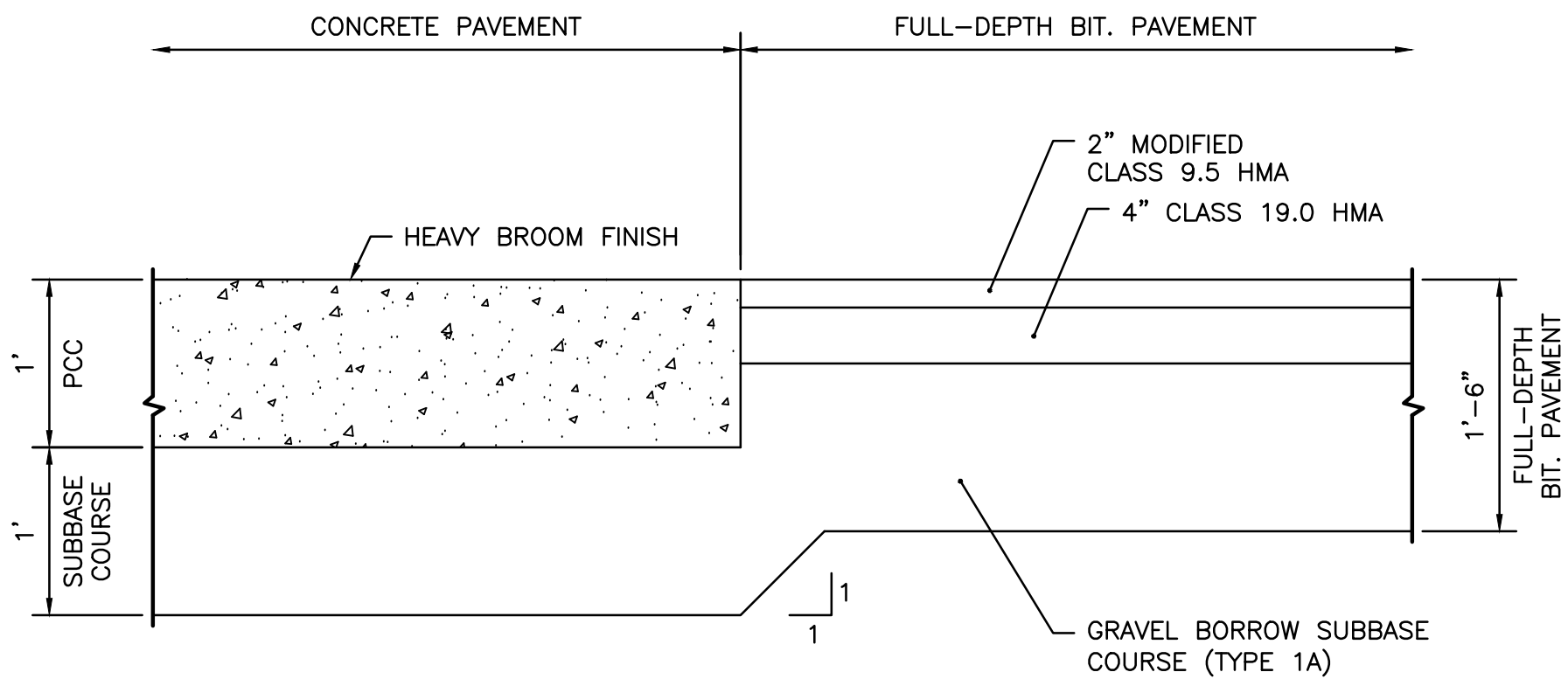
RHODE ISLAND
DRAWING NO.

CIVIL DETAILS

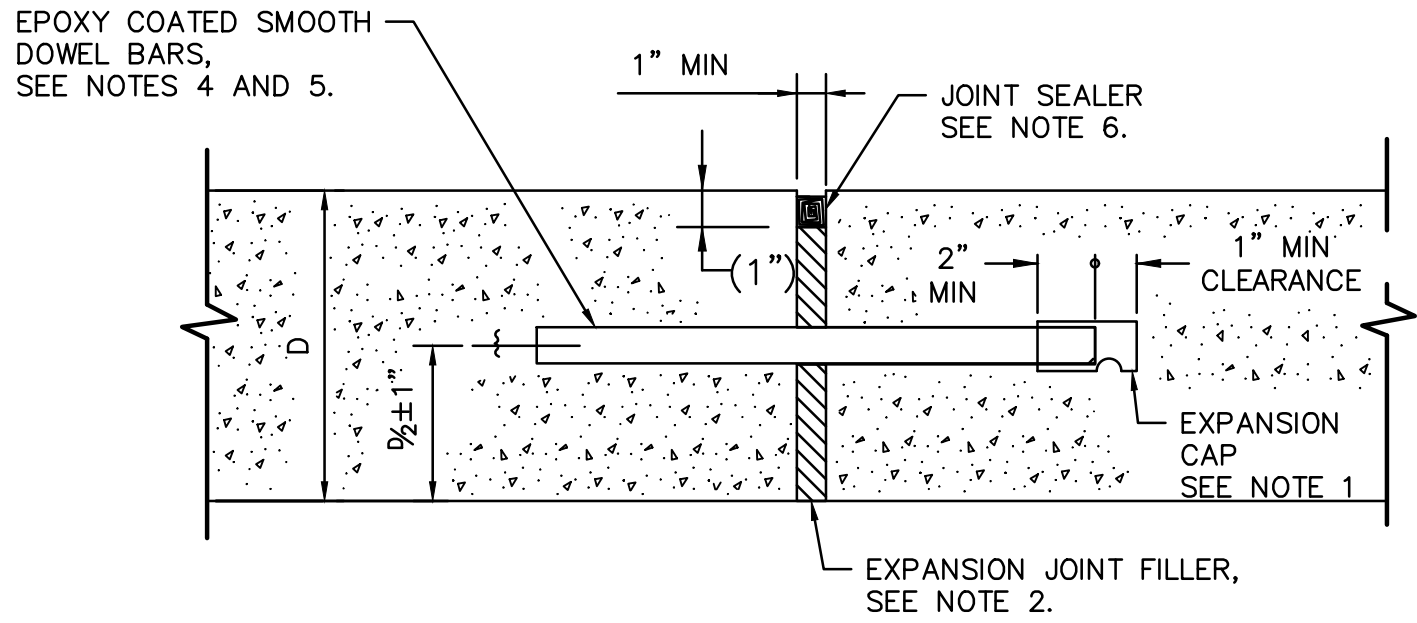
C-502



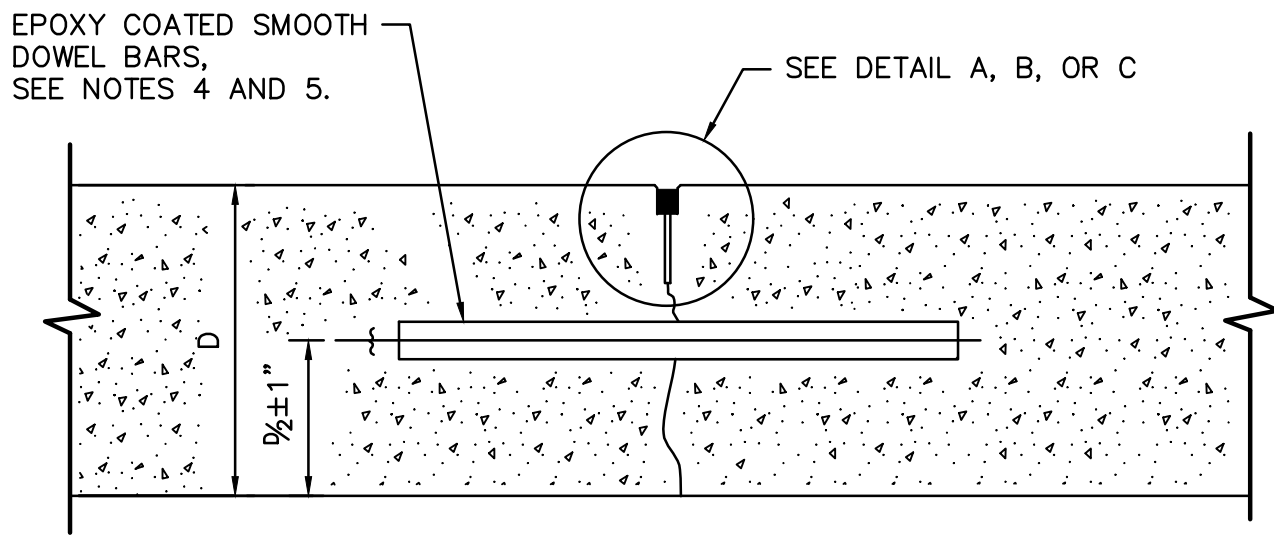
TYPICAL CONCRETE PAVEMENT LAYOUT
SCALE: NTS



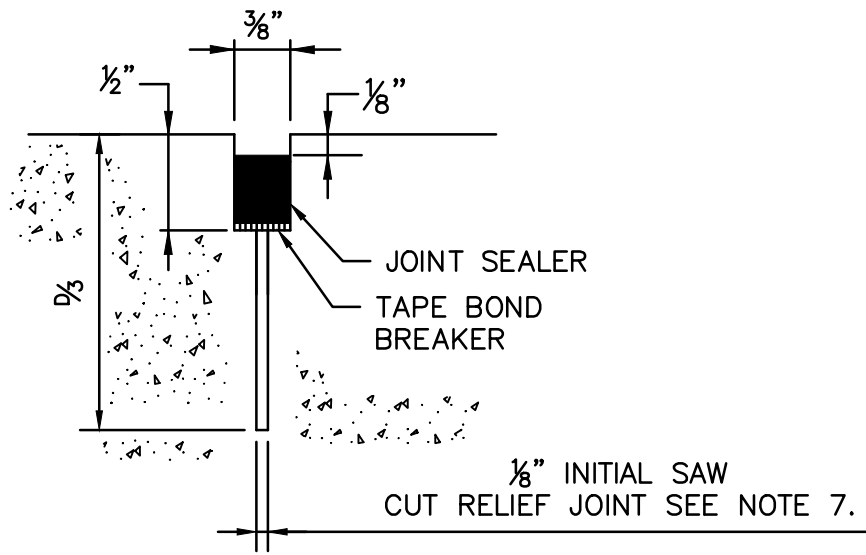
CONCRETE PAVEMENT TO FULL DEPTH
BITUMINOUS PAVEMENT TRANSITION
SCALE: NTS



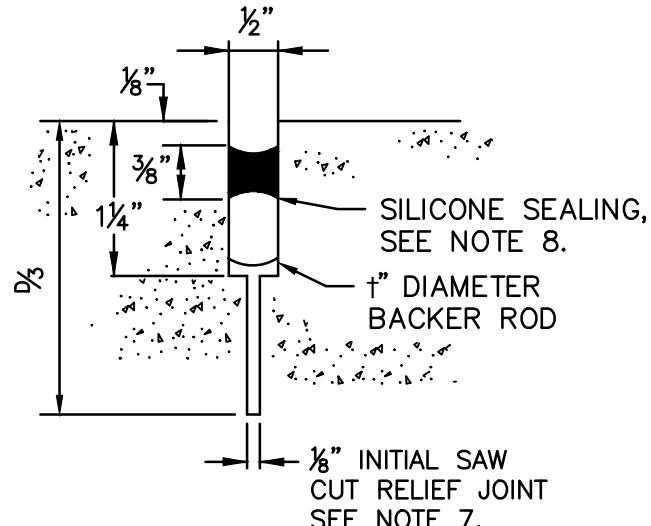
TRANSVERSE EXPANSION JOINT



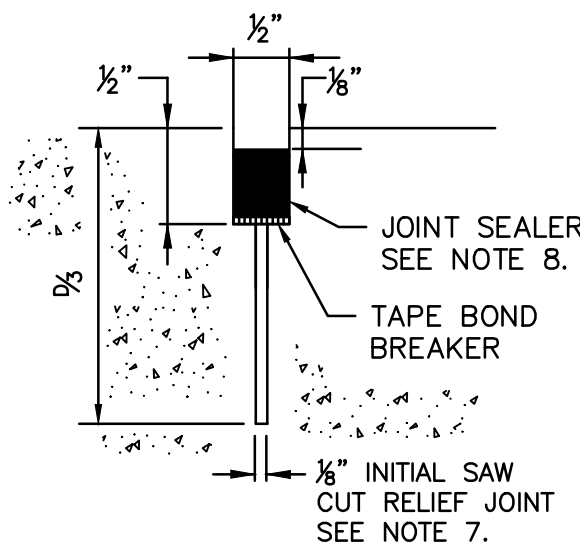
TRANSVERSE CONTRACTION JOINT



DETAIL A
HOT-POURED JOINT SEALER



DETAIL B
COLD-POURED JOINT SEALER
WITH BACKER ROD



DETAIL C
COLD-POURED JOINT SEALER
WITHOUT BACKER ROD

- NOTES:
1. PLACE A CLOSED-END EXPANSION CAP OVER THE LUBRICATED END OF ALL DOWEL BARS USED IN TRANSVERSE EXPANSION JOINTS AND PROVIDE A MINIMUM 1" CLEARANCE POCKET ASSURED BY MEANS OF A POSITIVE SPACING DEVICE.
 2. CUT EXPANSION JOINT FILLER MATERIAL TO CONFORM TO THE CROSS-SECTION OF THE PAVEMENT AND FURNISH IN STRIPS EQUAL TO THE WIDTH OF THE PAVEMENT SLAB. MAKE THE TOP SURFACE SMOOTH AND HAVE HOLES PUNCHED FOR THE DOWEL BARS PROVIDE A SNUG FIT WITHOUT LOSS IN THICKNESS OF THE MATERIAL.
 3. CONSTRUCT ALL TRANSVERSE JOINTS PERPENDICULAR TO THE CENTERLINE.
 4. USE MINIMUM 1"Øx18" LONG GALVANIZED SMOOTH DOWEL BARS FOR PAVEMENT DEPTHS 10" OR LESS, AND MINIMUM 1½" DIA. SYMB LONG DOWEL BARS FOR PAVEMENT DEPTHS GREATER THAN 10". APPROVED ALTERNATE DOWEL BARS HAVING EQUIVALENT PROPERTIES TO CONVENTIONAL ROUND DOWEL REINFORCEMENT STEEL MAY BE PROPOSED FOR USE.
 5. PLACE GALVANIZED SMOOTH DOWEL BARS PARALLEL TO THE CENTERLINE AND SURFACE OF THE SLAB.
 6. MAKE THE TOP OF THE JOINT SEALING MATERIAL ± ⅛" BELOW THE SURFACE OF THE PAVEMENT.
 7. THE INITIAL SAW CUT RELIEF JOINT IS NOT REQUIRED FOR CONSTRUCTION JOINTS.
 8. WHEN COLD-POURED JOINT SEALER IS SELECTED FOR USE IN TRANSVERSE JOINTS, USE THE SAME JOINT SEALER IN THE LONGITUDINAL JOINTS.

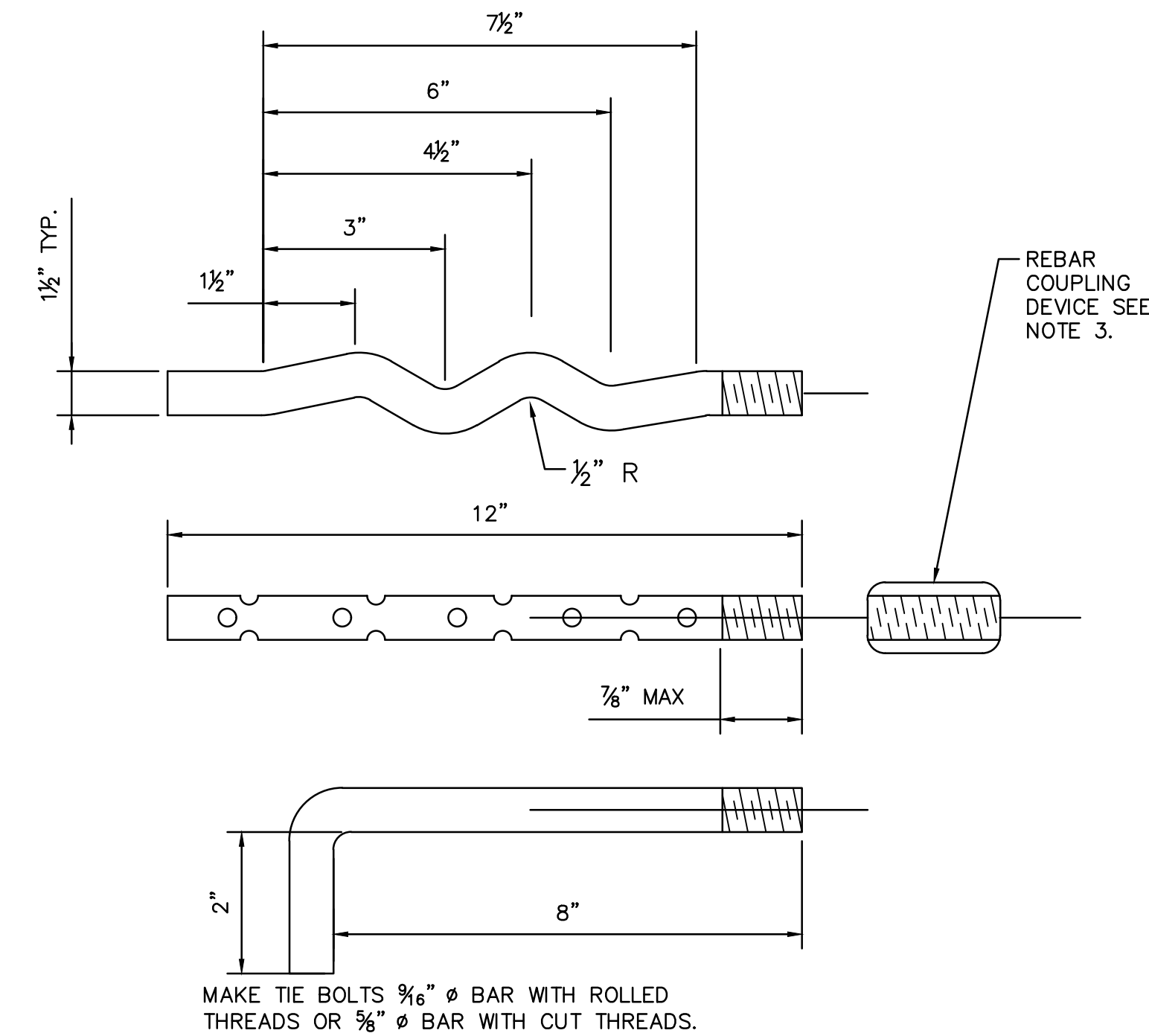
CONCRETE PAVEMENT JOINTS
SCALE: NTS



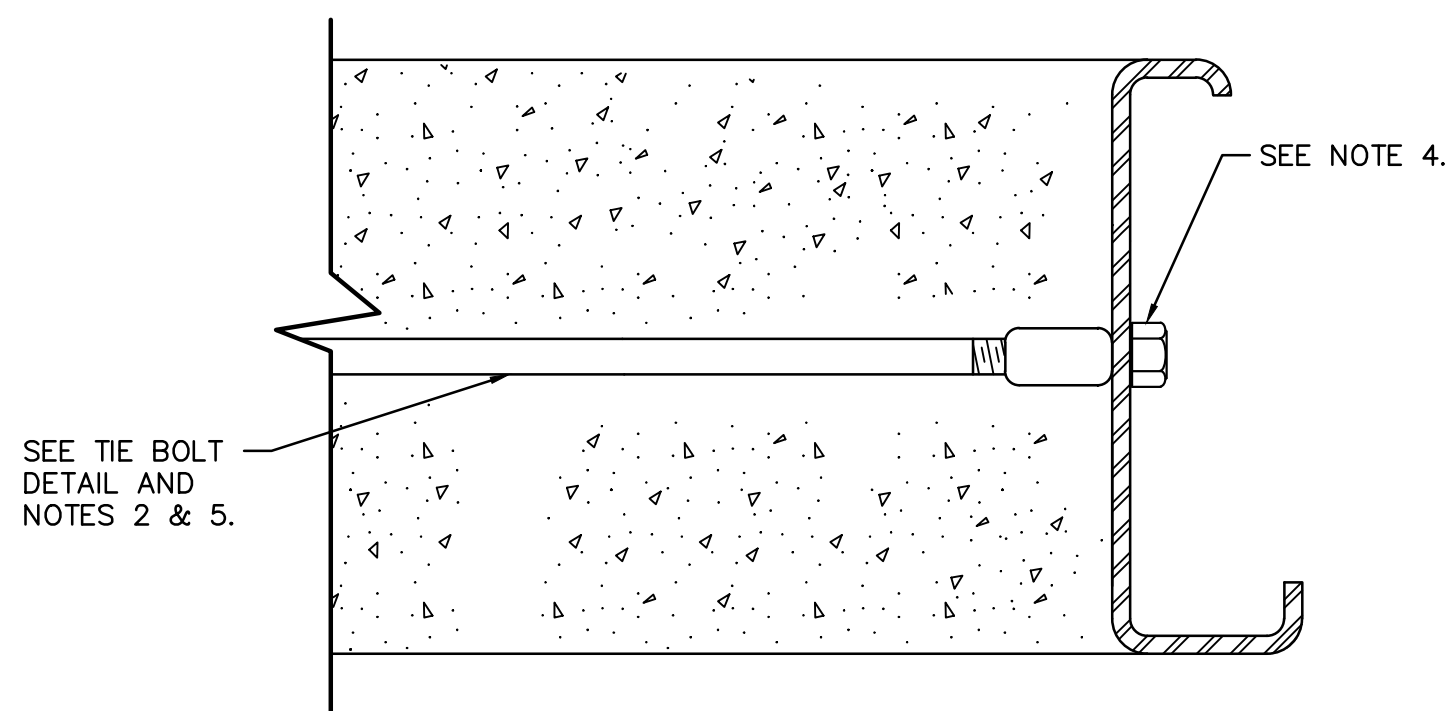
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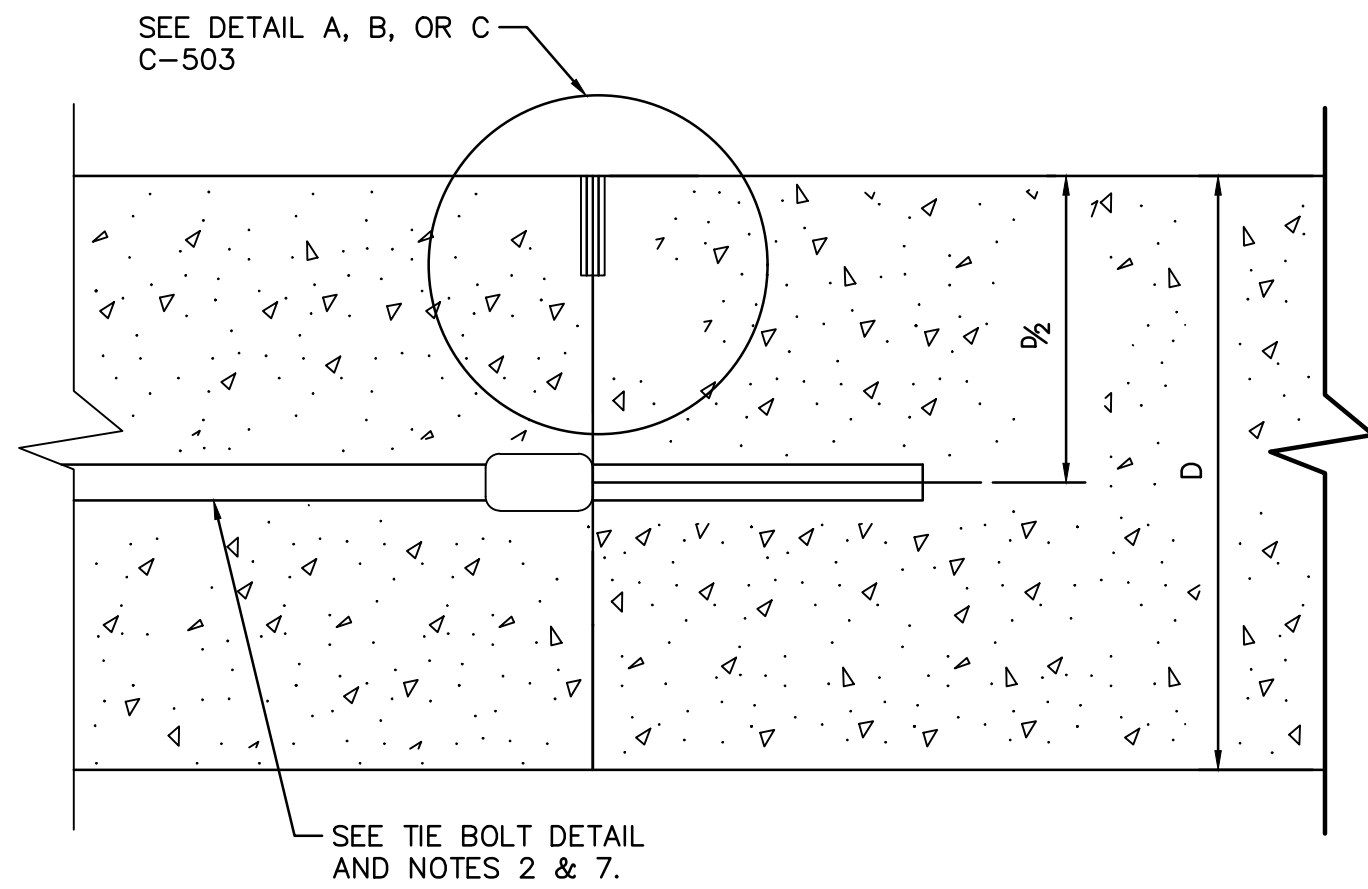
RIPTA-CCRI ENHANCED BUS SERVICE PROJECT		WARWICK	RHODE ISLAND
DRAWING TITLE:		DRAWING NO.	
CIVIL DETAILS		C-503	



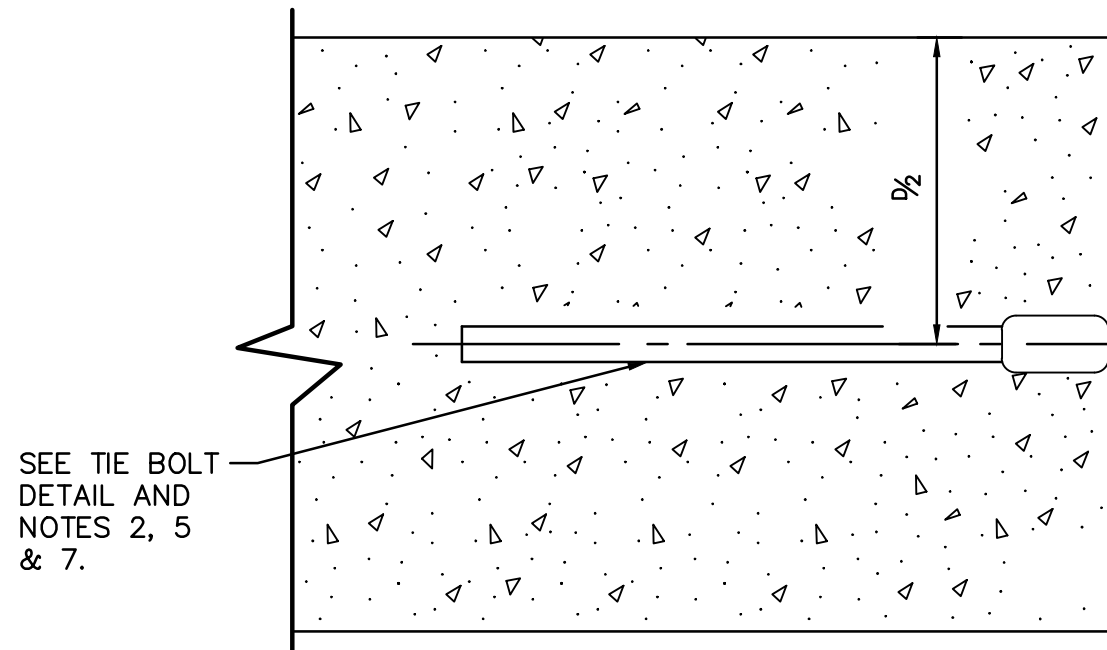
TIE BOLT DETAIL



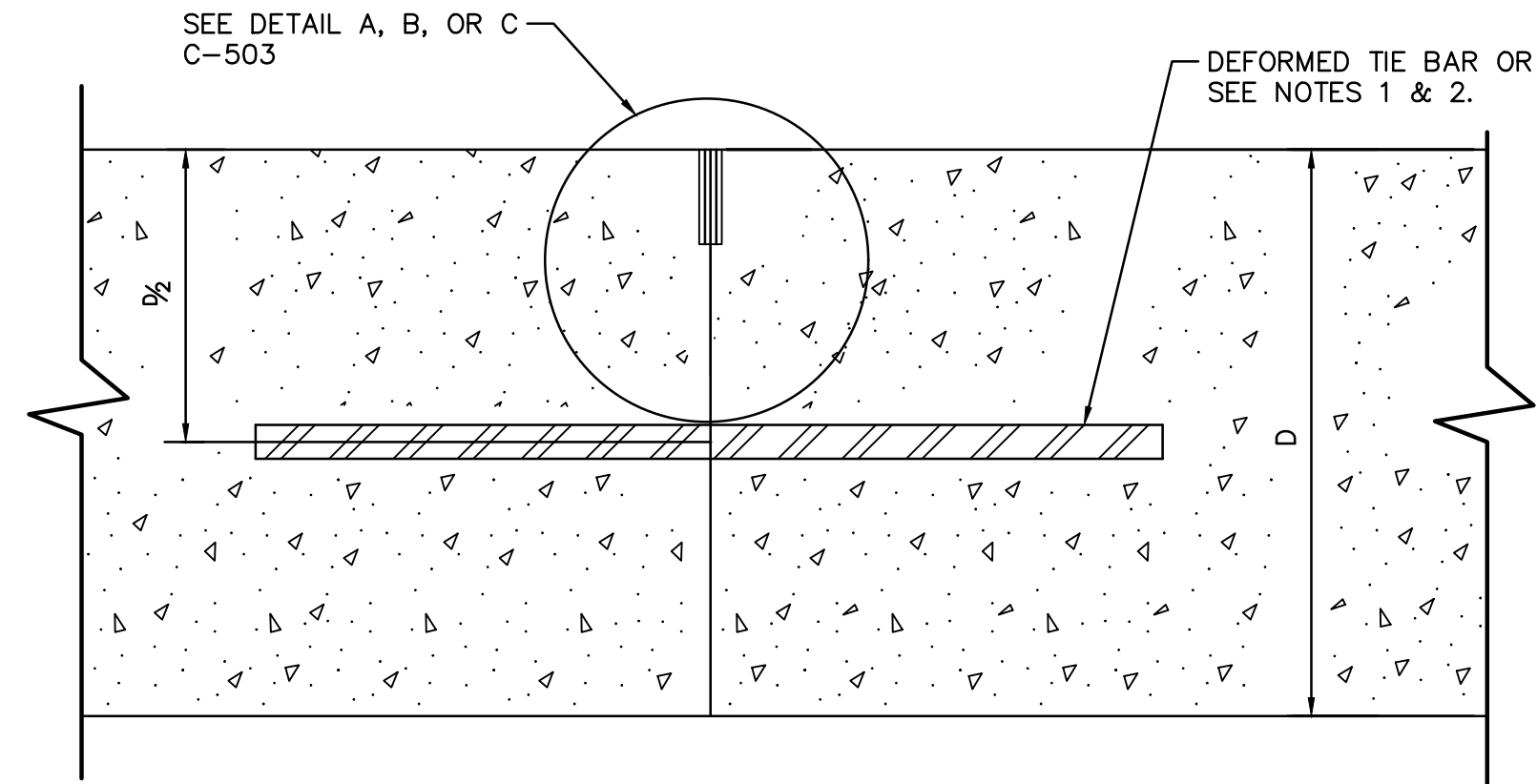
STATIONARY FORMING



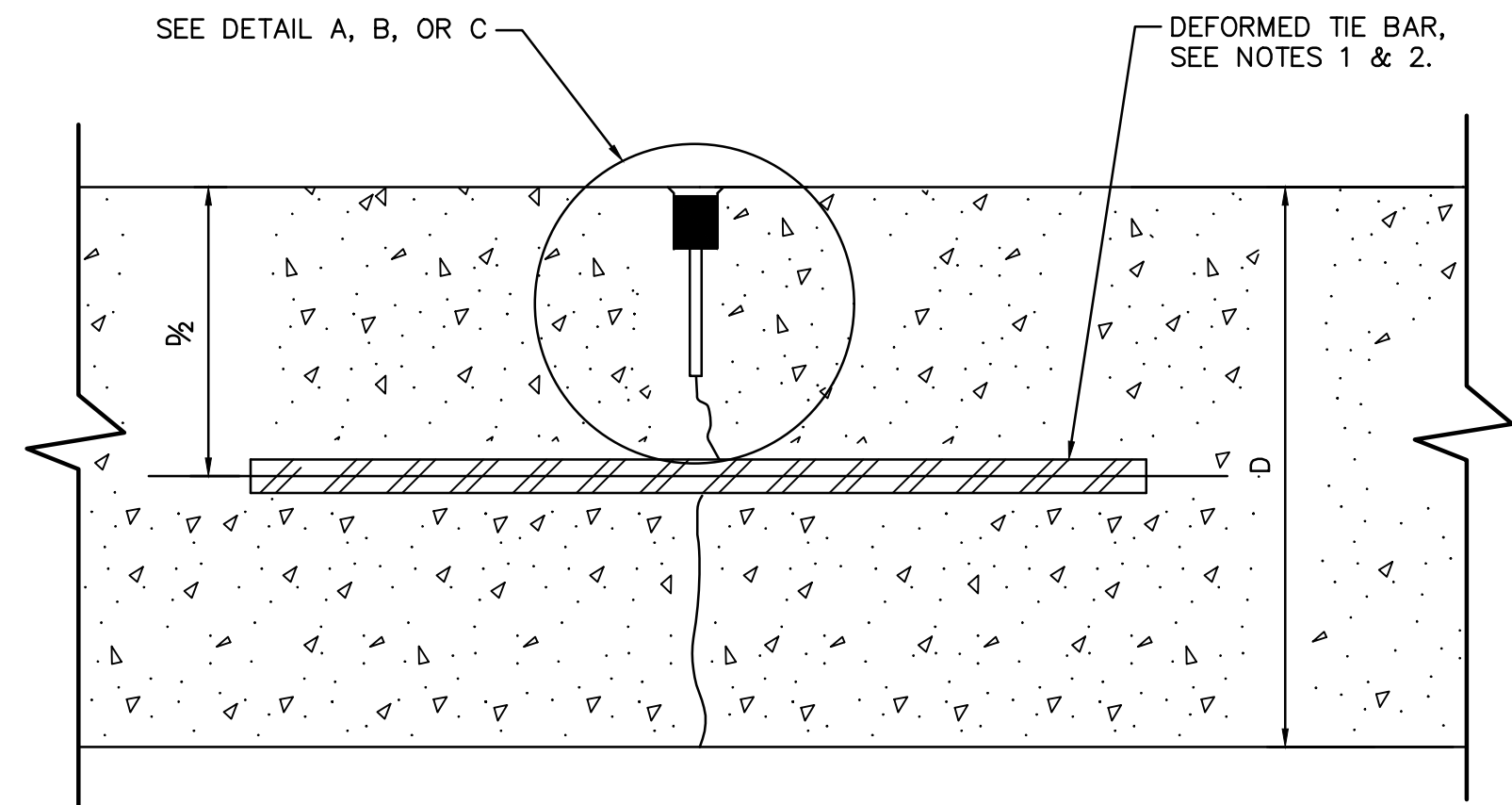
CONSTRUCTION JOINT TIE BOLT



SLIP FORMING



CONSTRUCTION JOINT TIE BAR



CONTRACTION JOINT

NOTES:

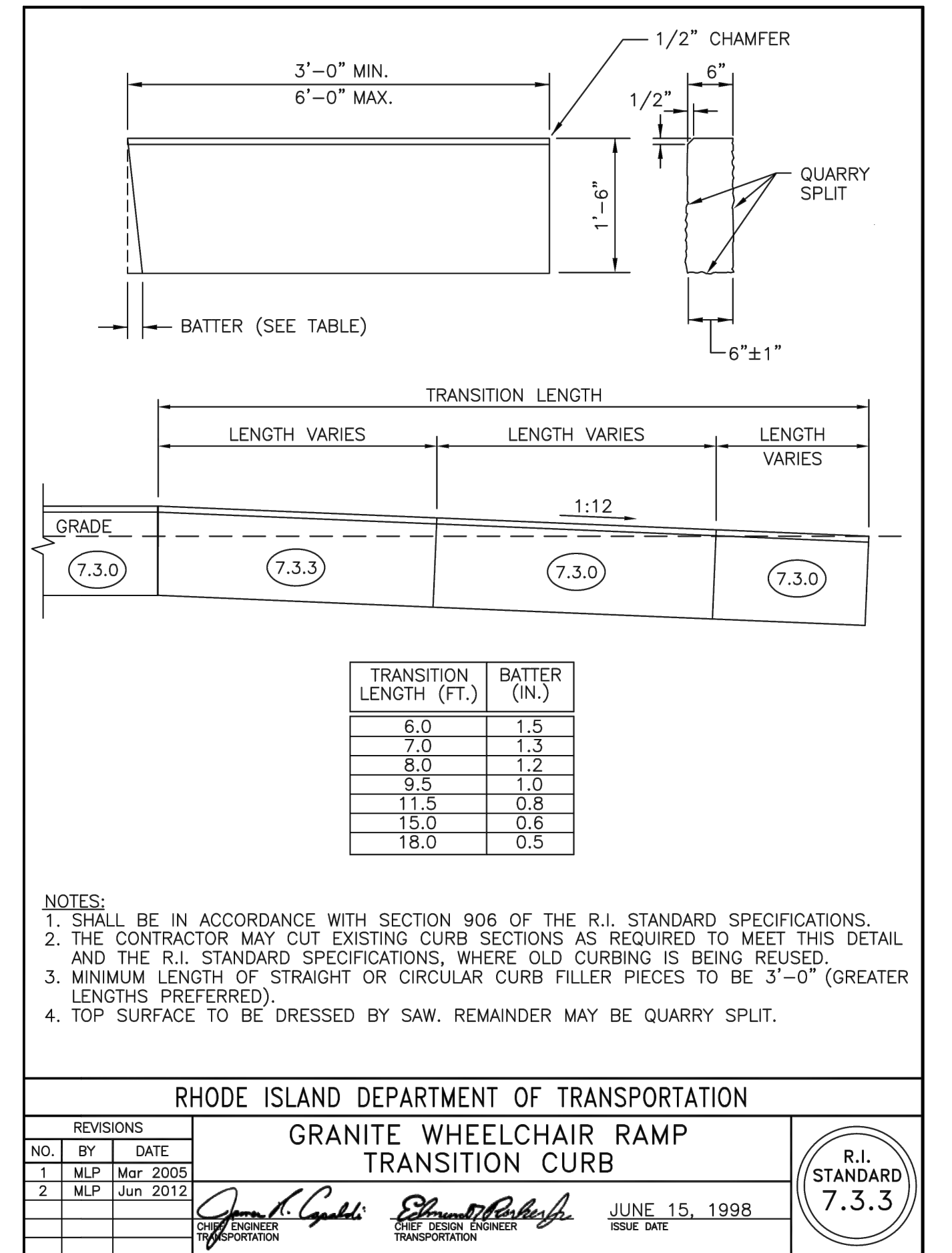
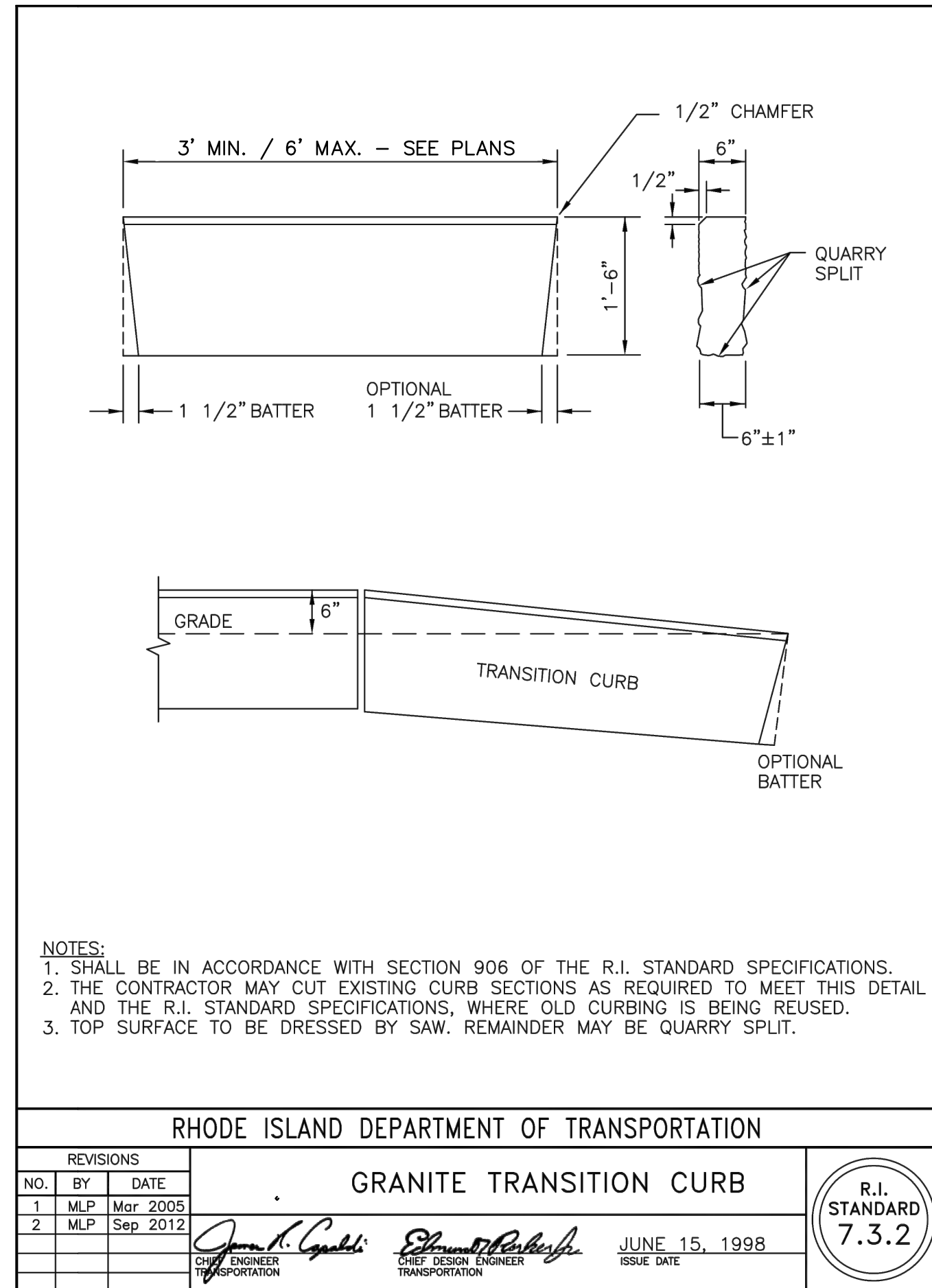
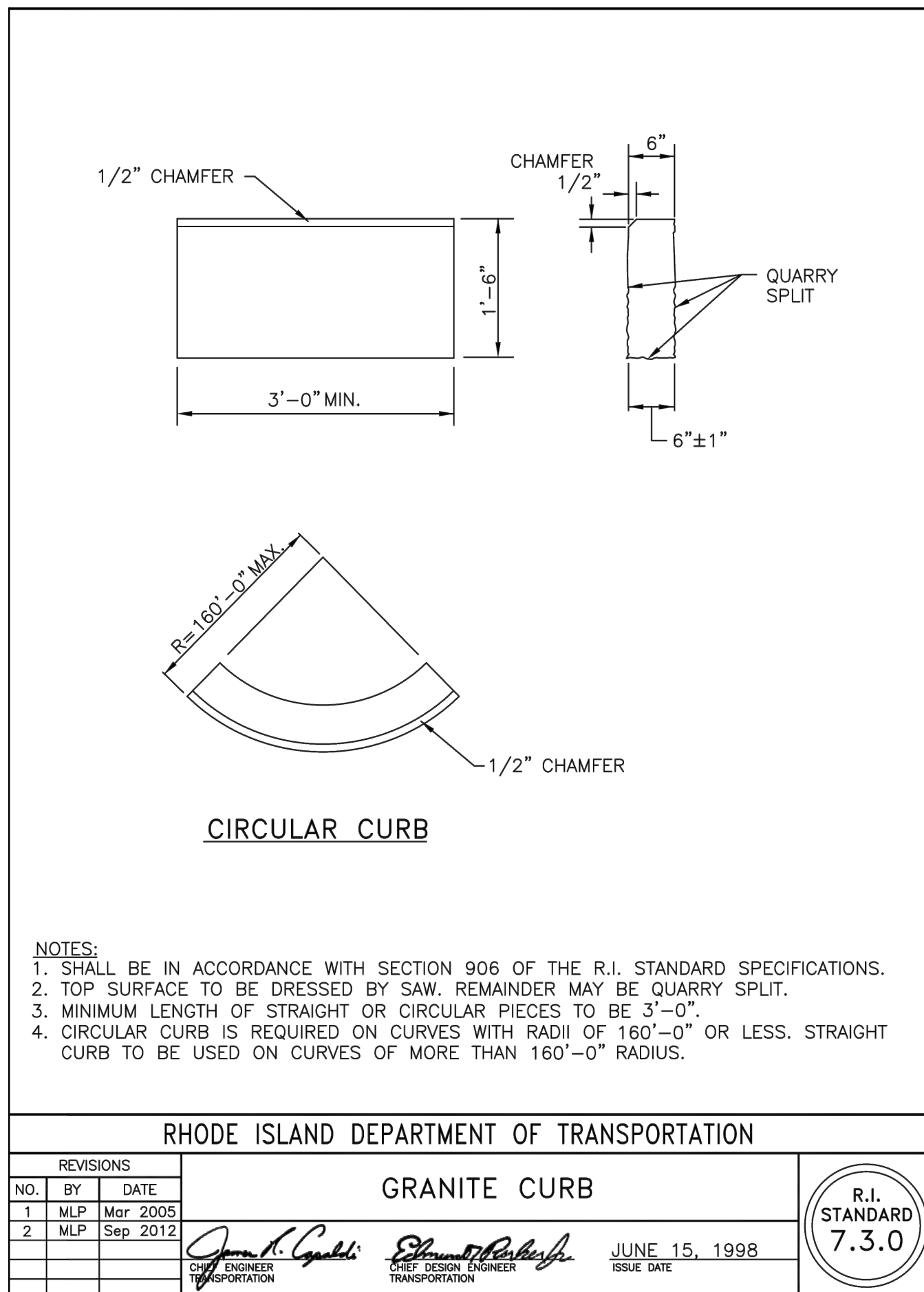
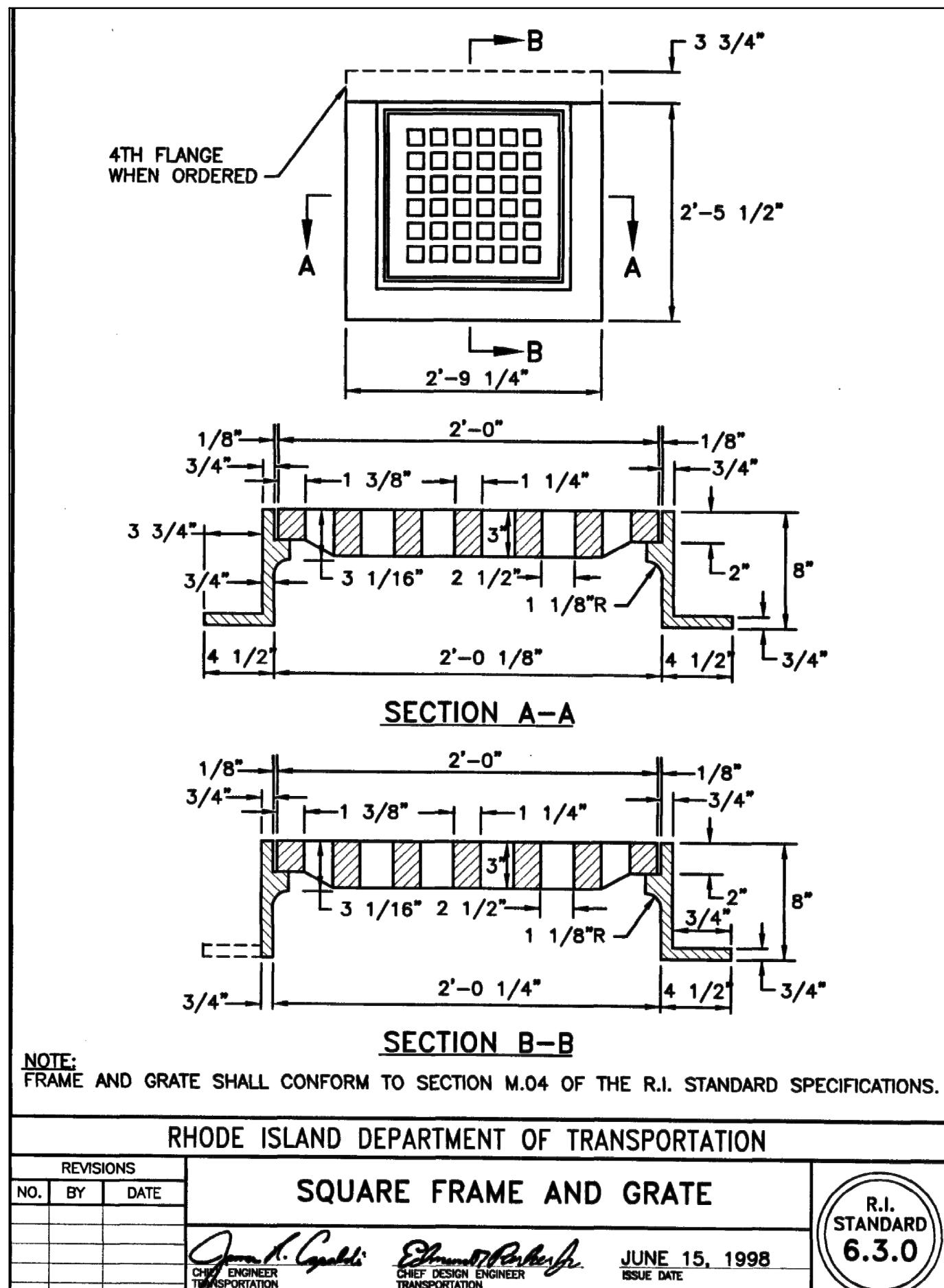
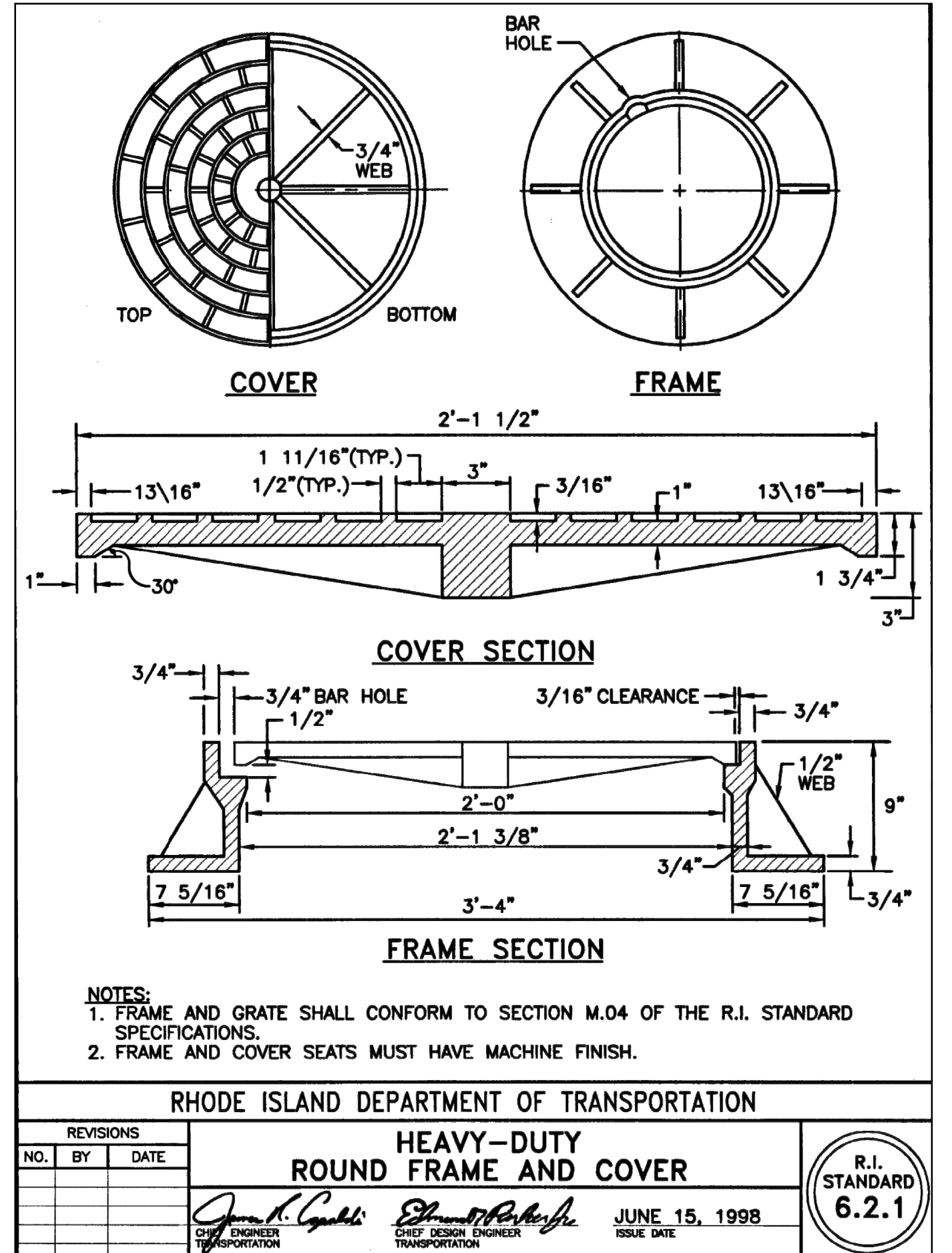
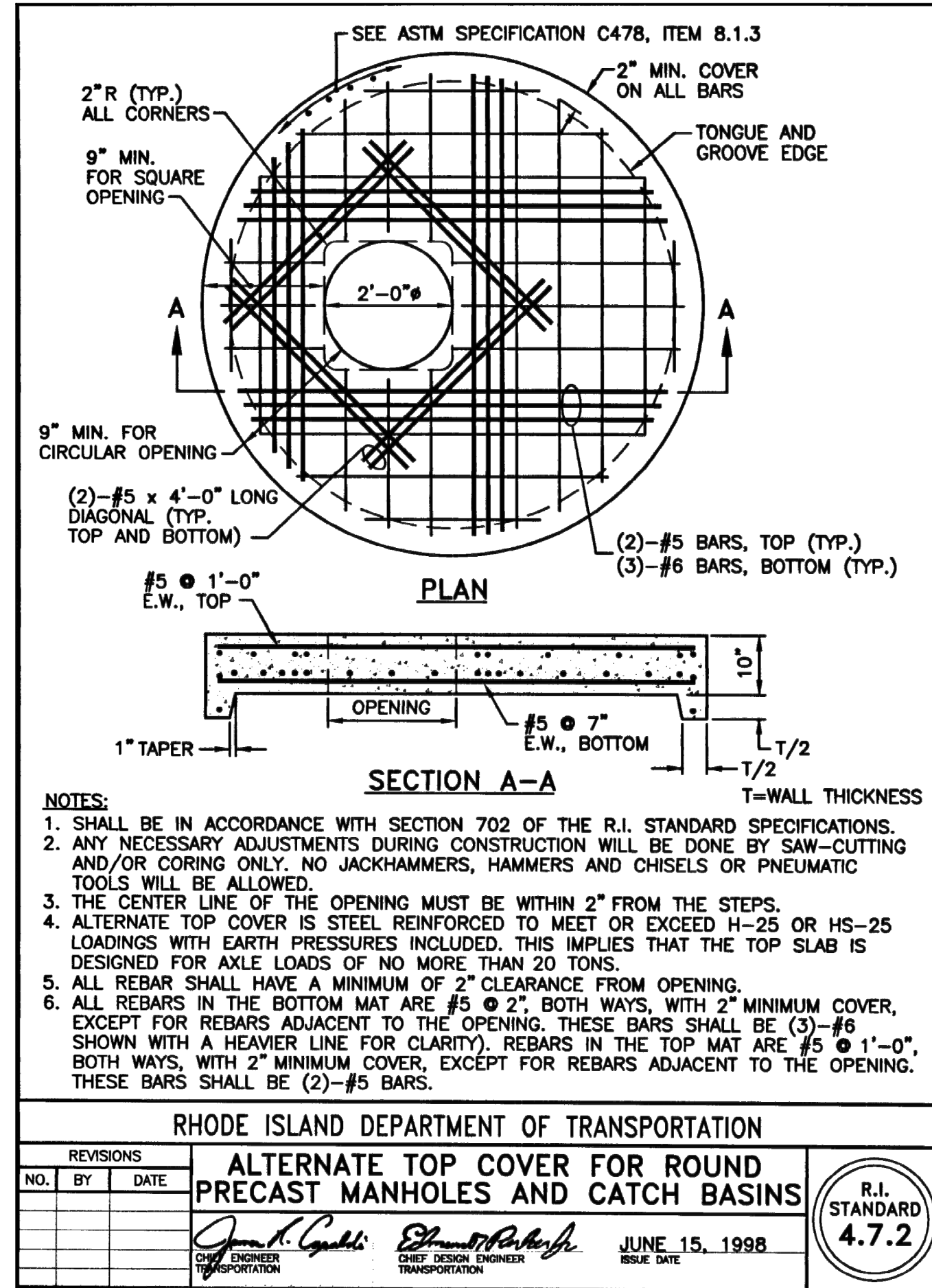
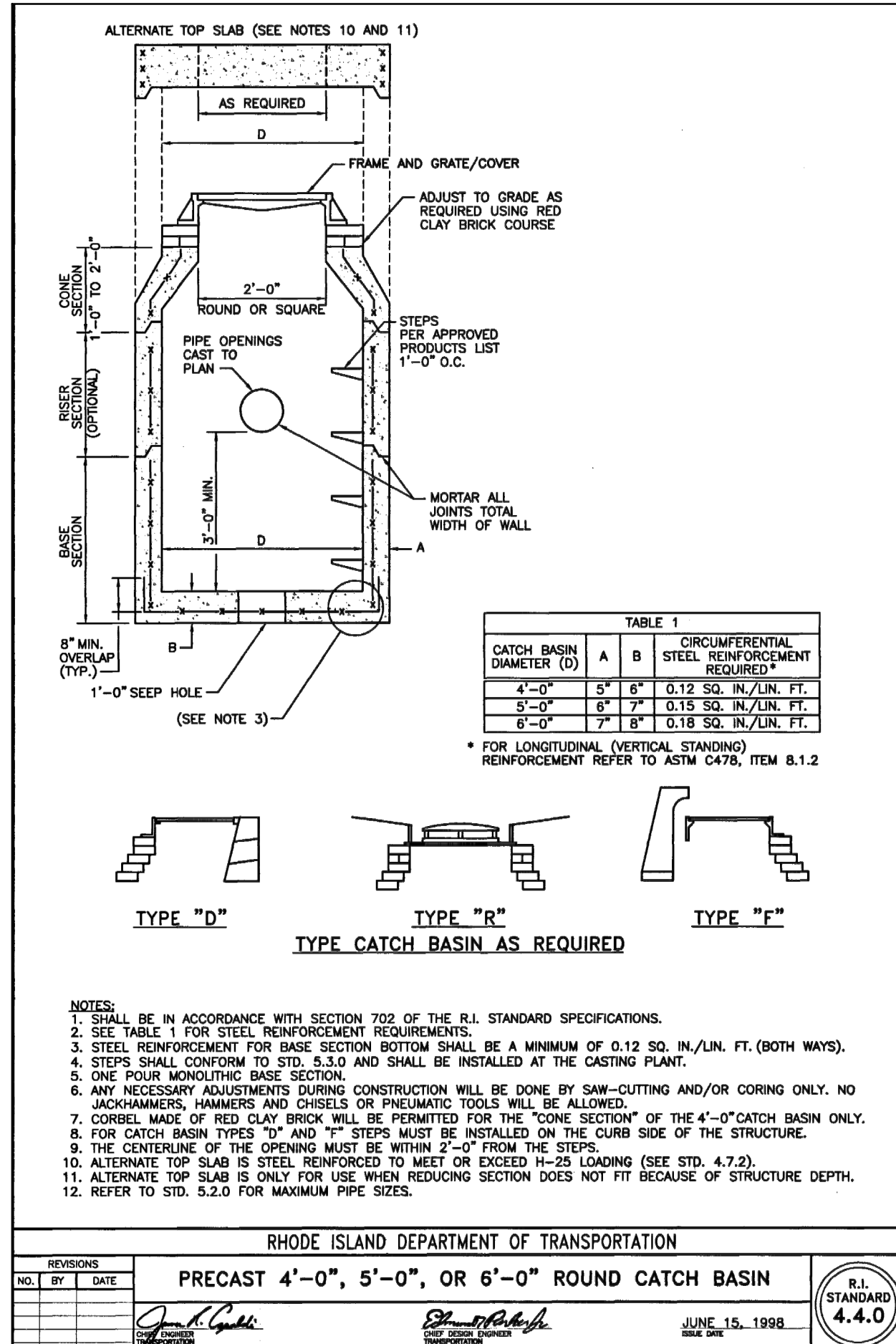
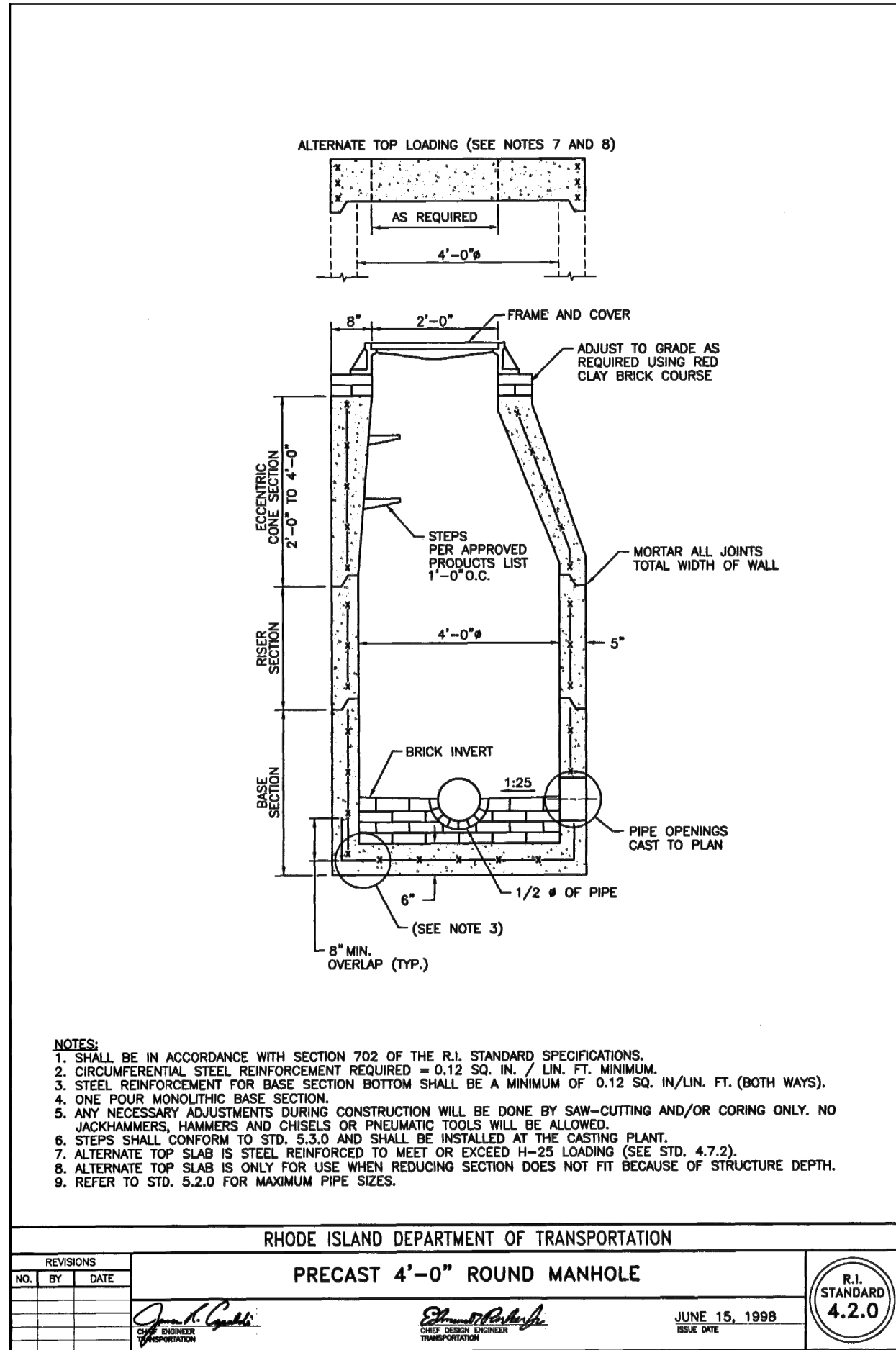
1. SPECIFY #6 TIE BARS 30"± LONG, SPACED 30" CENTER TO CENTER MAXIMUM. FOR JOINT TIES SPECIFY #6 BARS 18"± LONG, SPACED 30" CENTER TO CENTER MAXIMUM. PLACE PERPENDICULAR TO AND CENTERED OVER THE LONGITUDINAL JOINT 1". WHEN ADJOINING TO AN UNEQUAL PAVEMENT OR SHOULDER DEPTH, D IS THE DEPTH OF THE THINNER SECTION.
2. DO NOT FIELD BEND TIE BARS, TIE BOLTS, AND JOINT TIES.
3. USE REBAR COUPLING DEVICE THAT IS LISTED IN THE RIDOT APPROVED MATERIALS LIST.
4. TEMPORARILY SECURE THE TIE BOLT TO THE FORM DURING PLACEMENT OF THE CONCRETE USING A METHOD ACCEPTABLE TO THE RE.
5. PLACE TIE BOLTS AT 30" CENTER TO CENTER MAXIMUM SPACING. WHEN ADJOINING TO AN UNEQUAL PAVEMENT OR SHOULDER DEPTH, D IS THE DEPTH OF THE THINNER SECTION. SCREW TIE BOLTS UNTIL SNUG.
6. USE AN APPROVED EPOXY GROUT MATERIAL TO WITHSTAND THE NECESSARY MINIMUM PULL-OUT RESISTANCE. DRILL TIE BAR HOLE IN EXISTING PAVEMENT ACCORDING TO THE MANUFACTURER'S RECOMMENDATION. USE ROTARY IMPACT DRILL TO AVOID IMPACTING FINES TO HOLE.
7. DO NOT USE THE HOOK COMPONENT OF THE TIE BOLT ASSEMBLY WHEN SLIP FORMING.
8. WHEN COLD-POURED JOINT SEALER IS SELECTED FOR USE IN TRANSVERSE JOINTS, USE THE SAME JOINT SEALING MATERIAL IN THE LONGITUDINAL JOINTS.

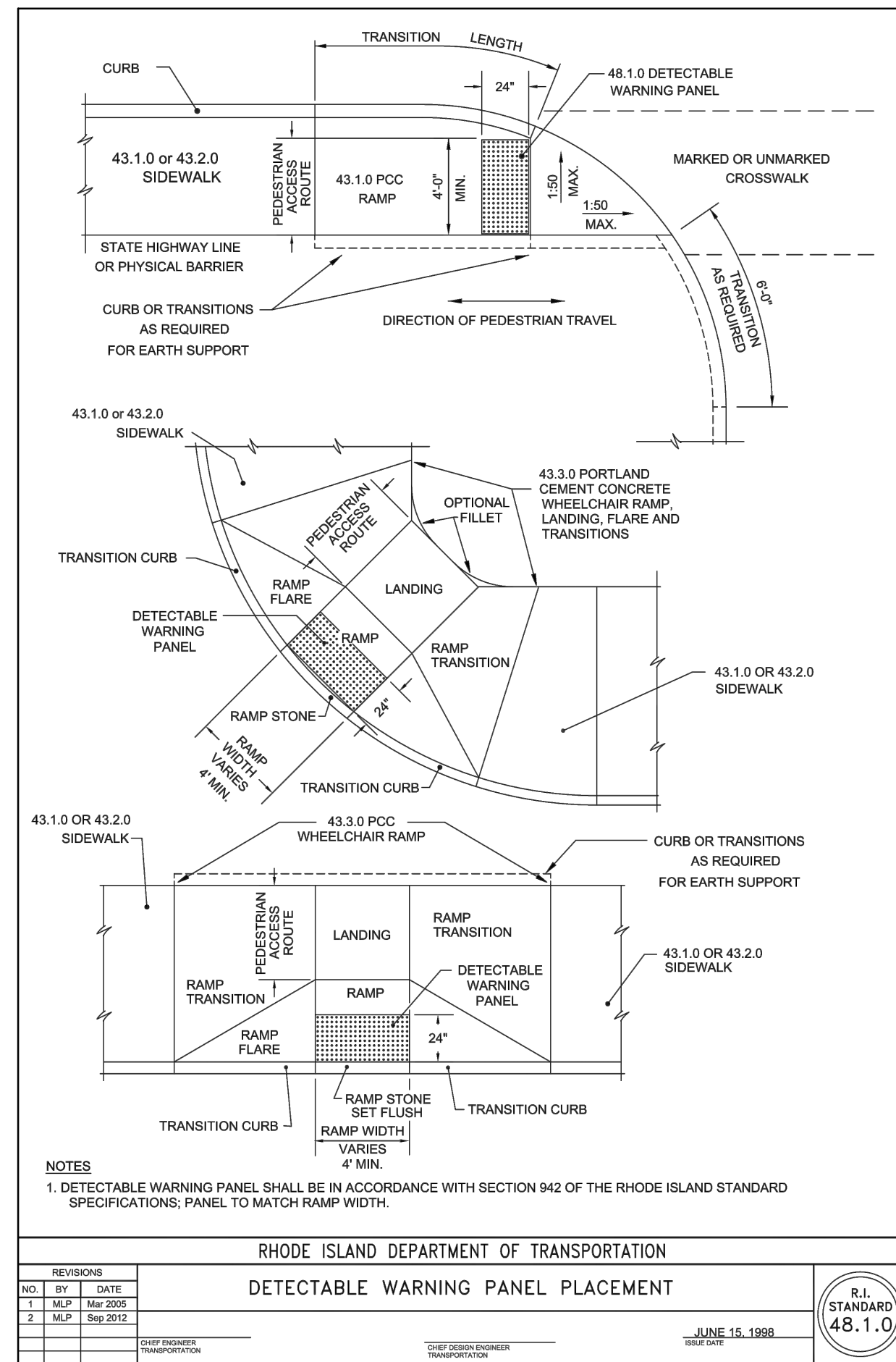
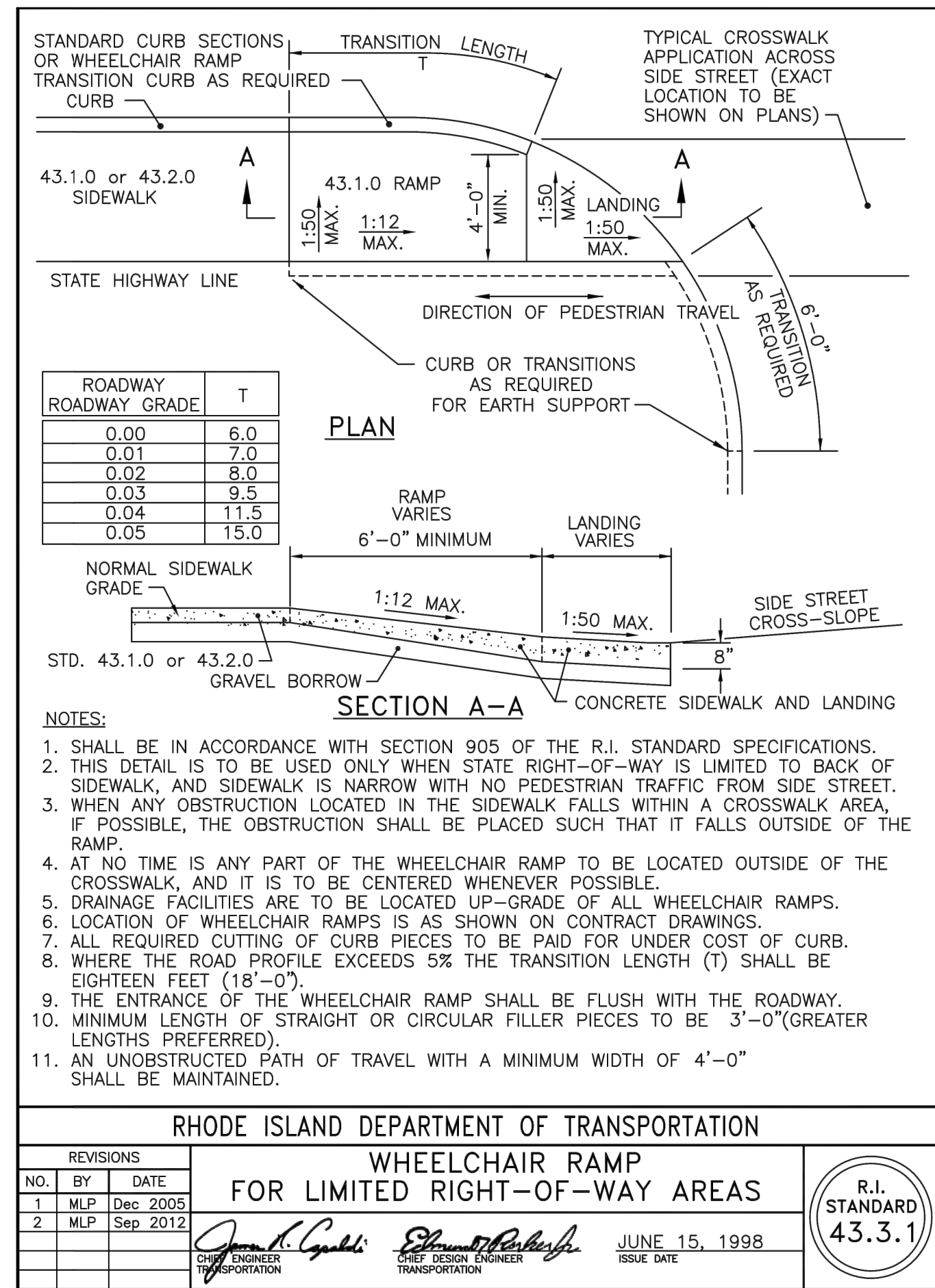
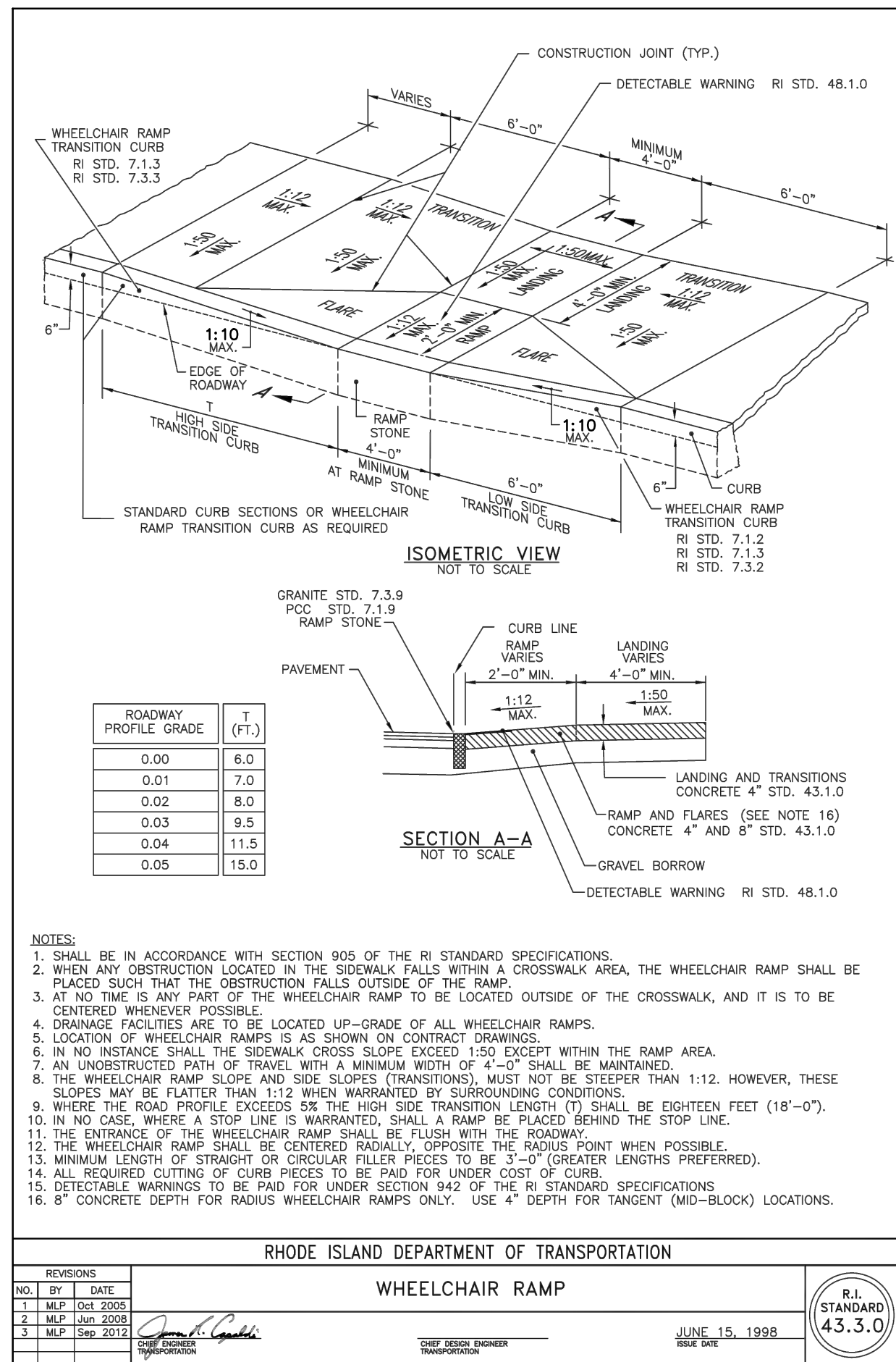
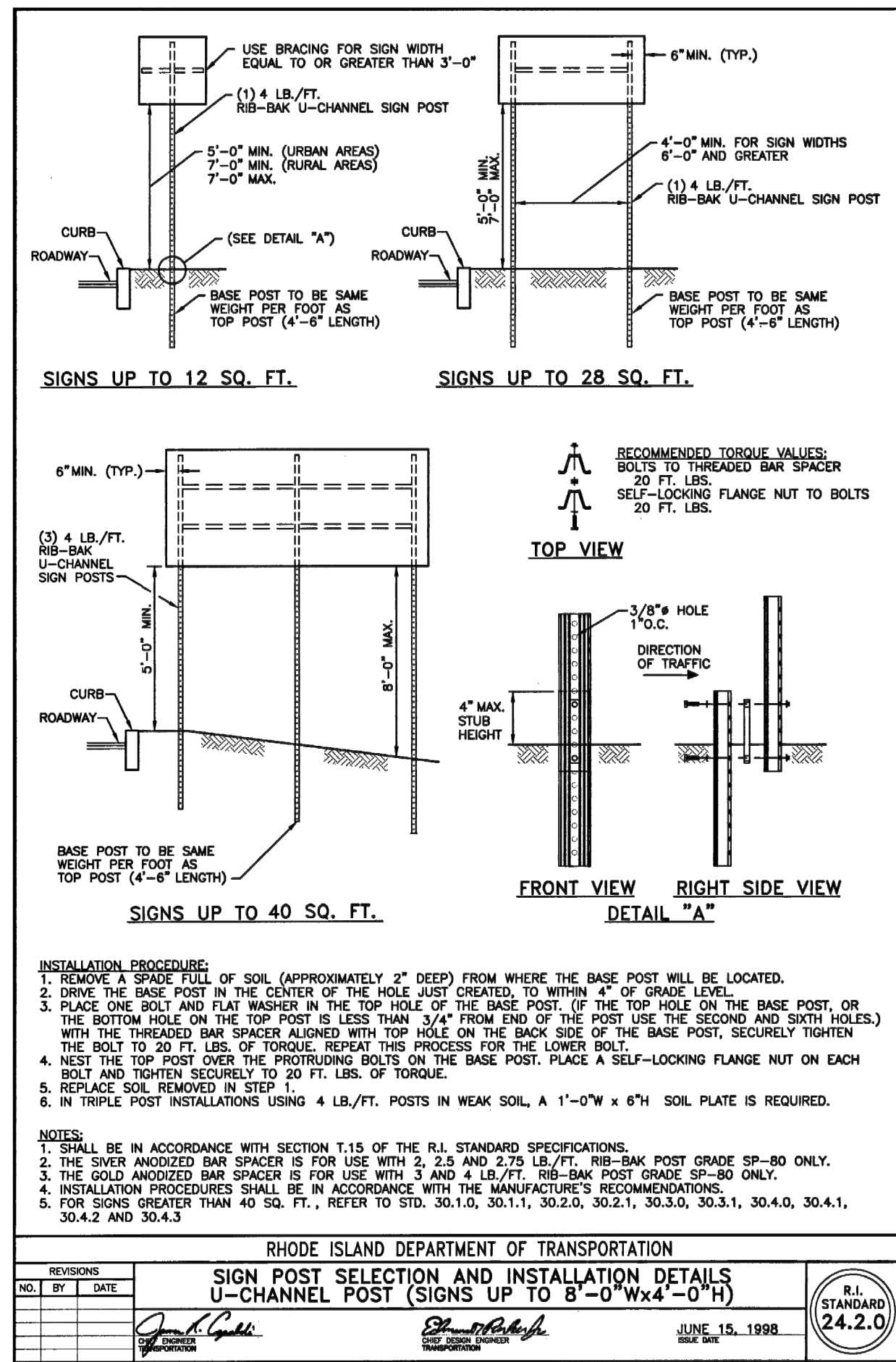
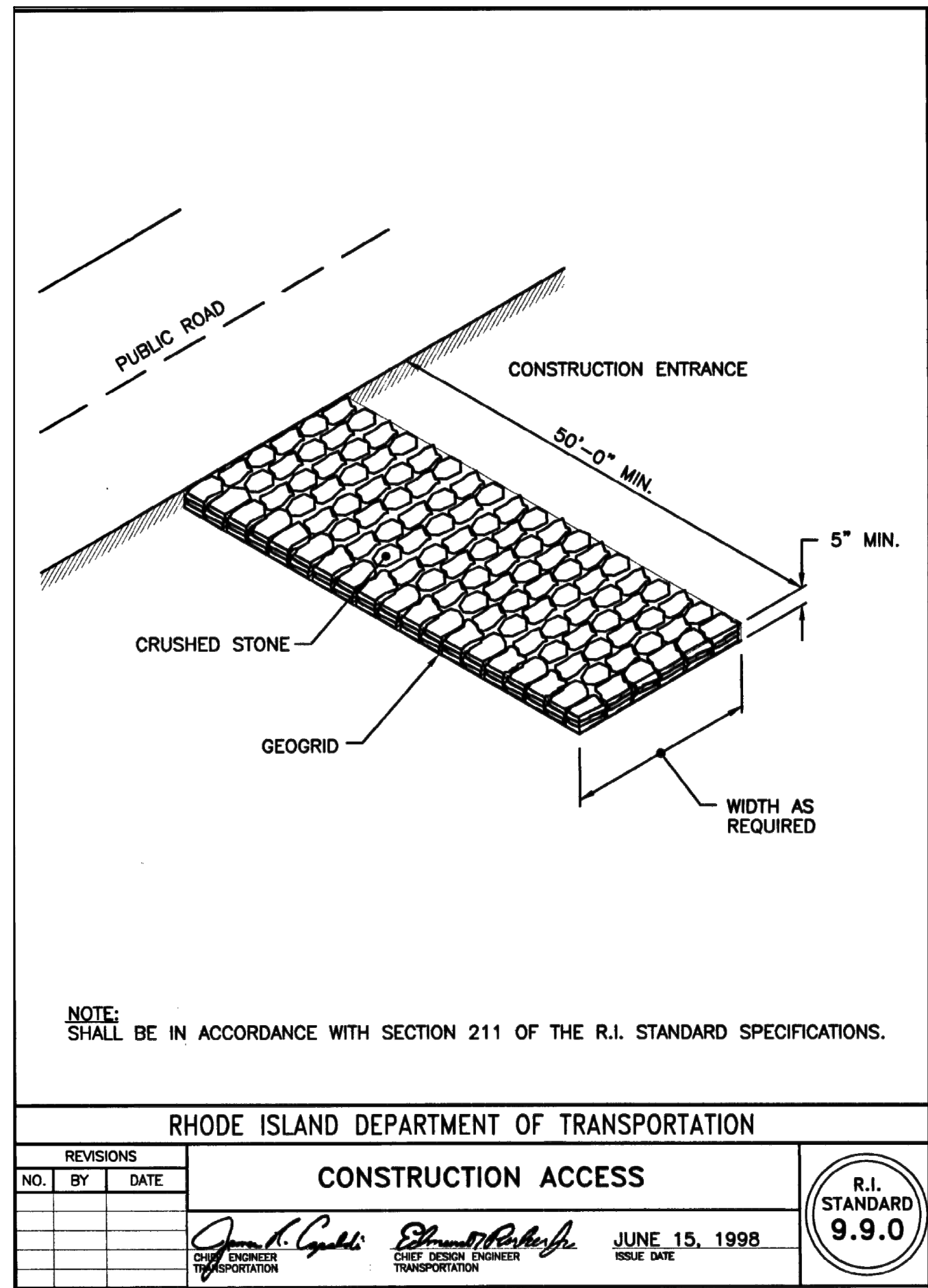
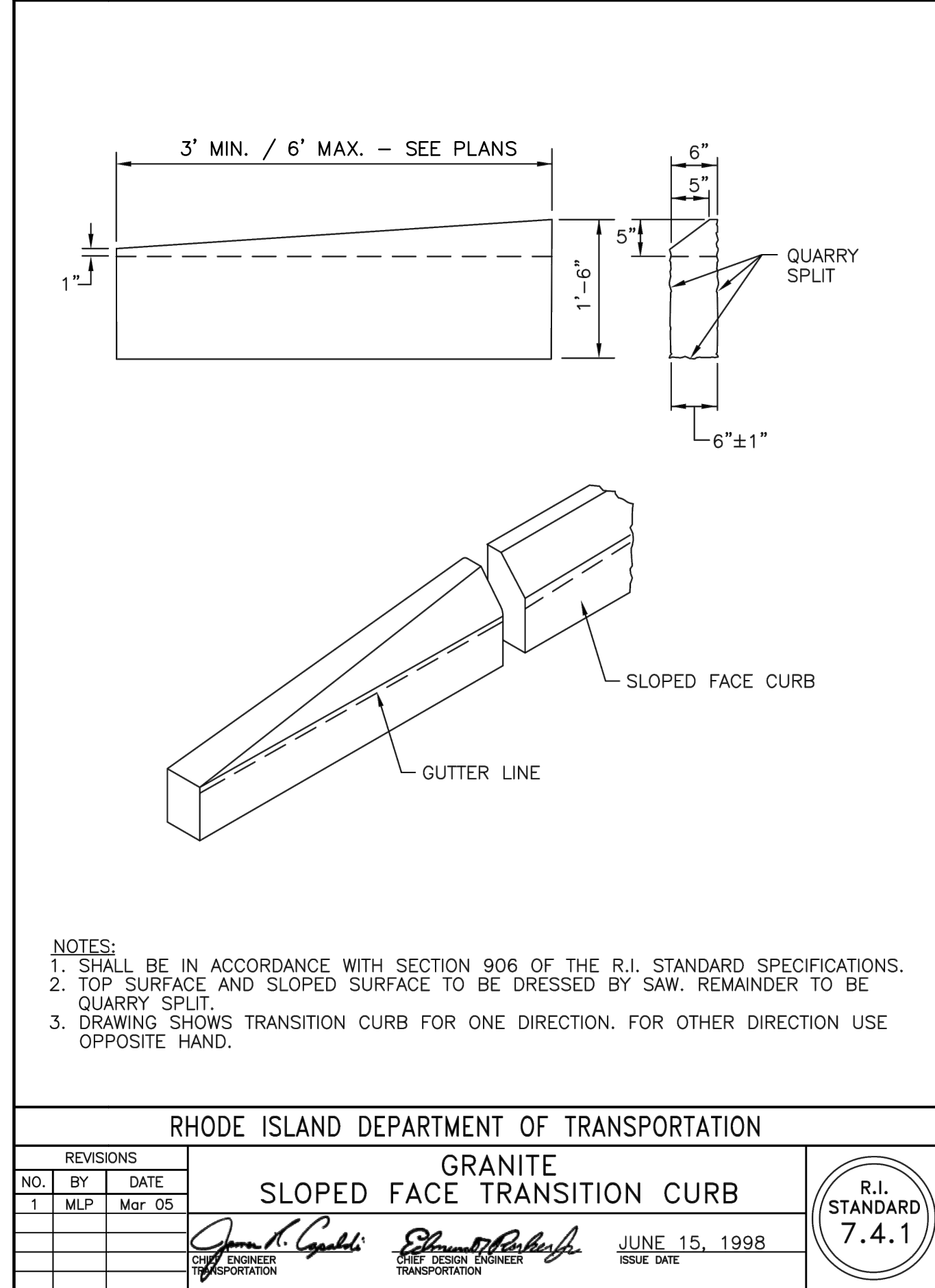
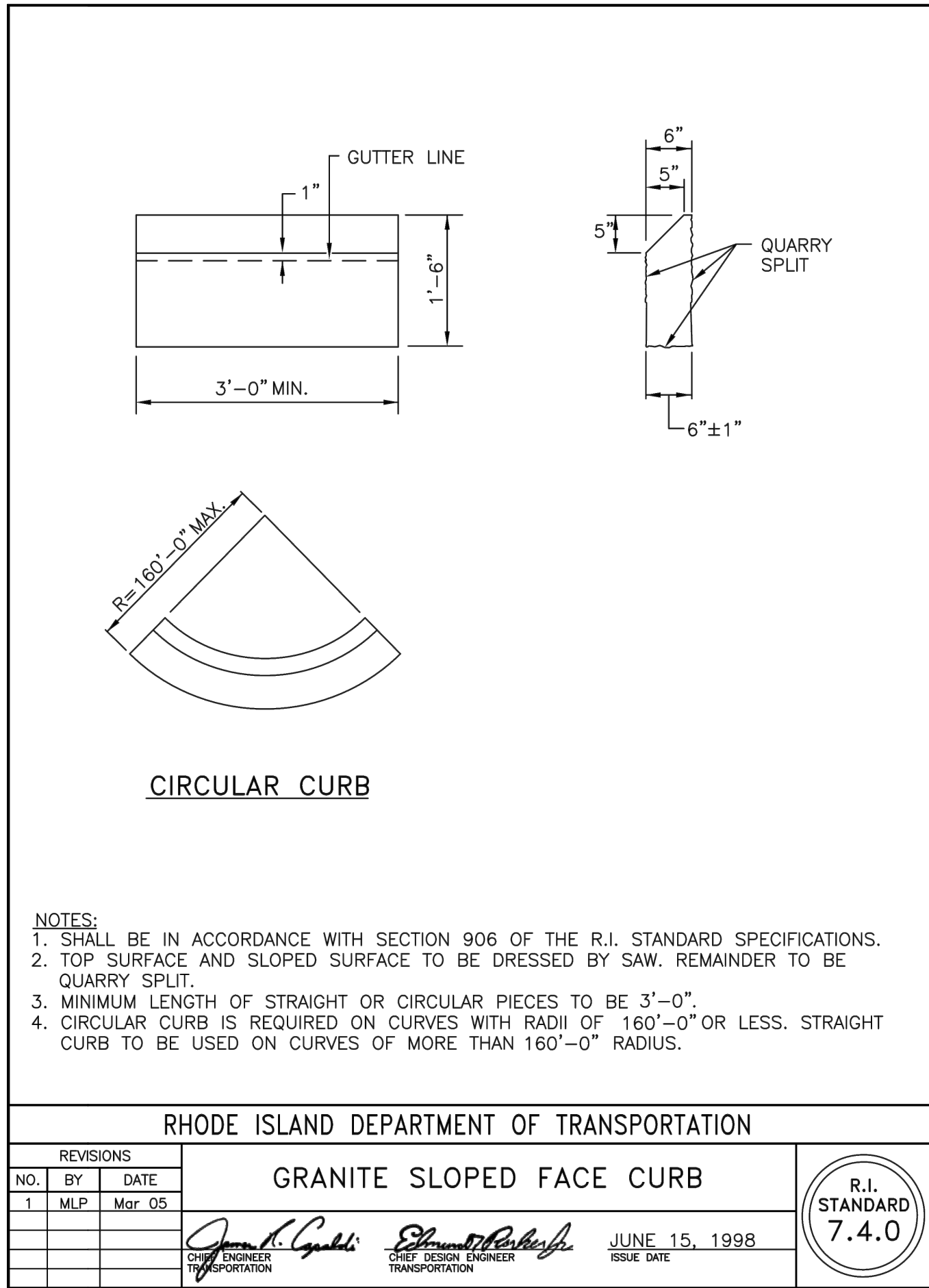
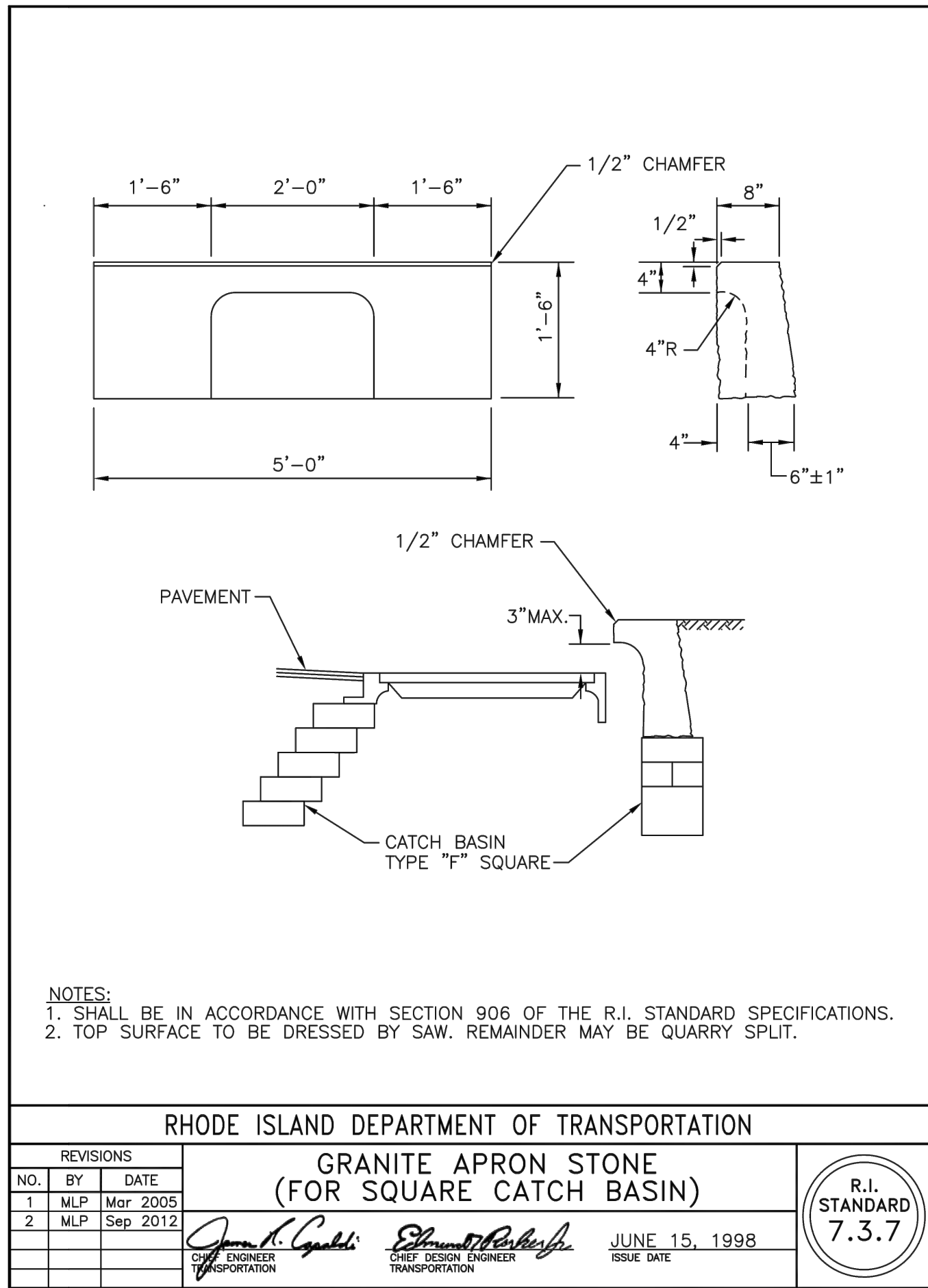


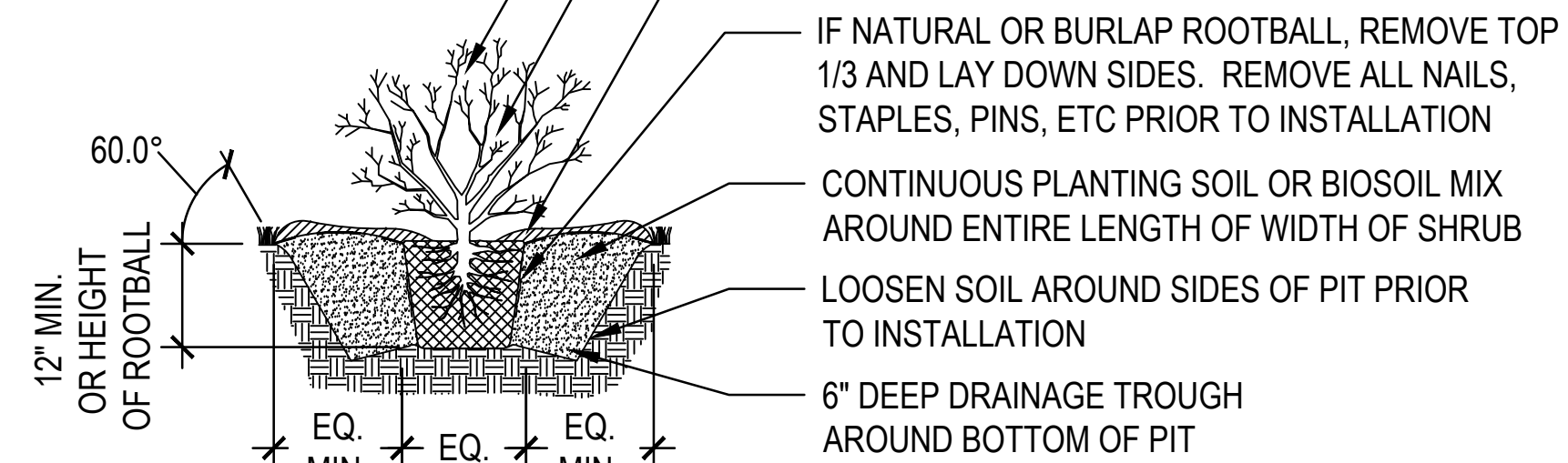
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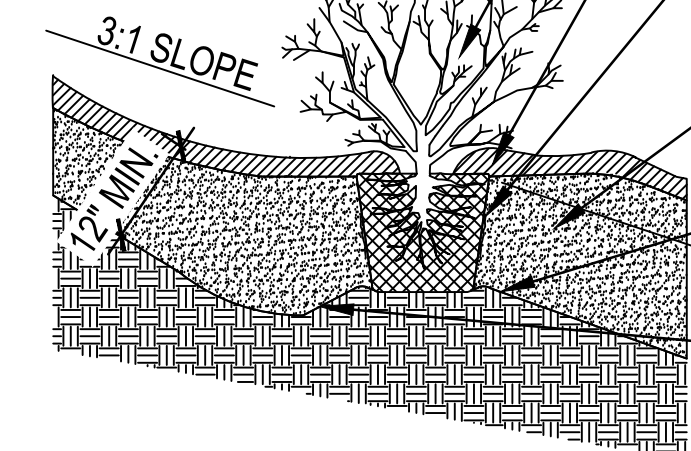
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DRAWING TITLE:
RIPTA-CCRI ENHANCED BUS SERVICE PROJECT
RHODE ISLAND
DRAWING NO.
CIVIL DETAILS
C-504





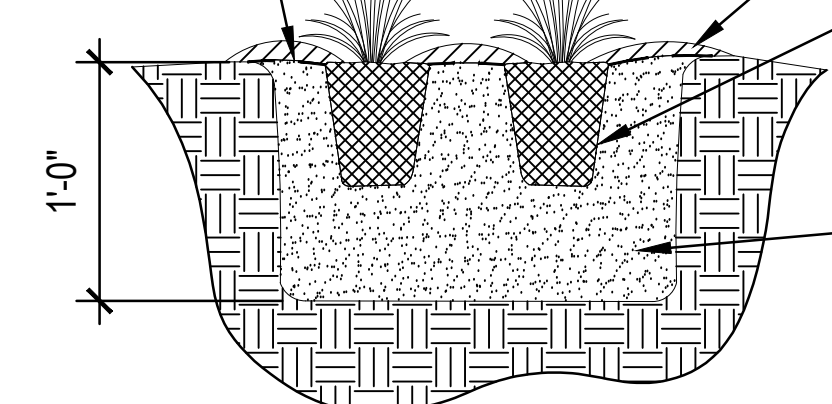


NOTE:
IF CONTAINER GROWN, SPLIT
OR FRAY ROOTS EDGE OF
PLANTS PRIOR TO PLANTING
WITHOUT DAMAGING SOIL



NOTE:
IF CONTAINER GROWN, SPLIT OR FRAY
ROOTS EDGE OF PLANTS PRIOR TO
PLANTING WITHOUT DAMAGING SOIL

WEED BARRIER FABRIC IN PLANTING BED



<u>SPACING "A"</u>	<u>(SEE PLANT LIST -NOTES COLUMN)</u>	<u>ROW "B"</u>	<u>NUMBER OF PLANTS PER SQUARE FOOT</u>
6" o.c.		5.20"	4.00
8" o.c.		6.93"	2.60
12" o.c.		10.40"	1.00
18" o.c.		15.60"	0.45
24" o.c.		20.80"	0.25
30" o.c.		25.40"	0.16
36" o.c.		29.70"	0.11
48" o.c.		39.60"	0.0625

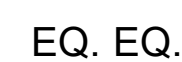


Diagram illustrating the installation of a root pit, showing a cross-section and plan view. The cross-section shows a pit with a 60° slope and a 2" minimum depth. The plan view shows a square pit with 6" deep drainage troughs around the bottom. Labels indicate the adjacent condition (usually turf), loose soil around the sides, and the removal of hardpan from the base to facilitate drainage.

Labels and dimensions:

- 2" MIN.
- 60°
- EQ. MIN.
- EQ.
- EQ. MIN.
- PERENNIAL SOIL
- ADJACENT CONDITION, USUALLY TURF
- LOOSE SOIL AROUND SIDES OF PIT PRIOR TO INSTALLATION
- REMOVE HARDPAN FROM BASE OF ROOT PIT TO FACILITATE DRAINAGE
- 6" DEEP DRAINAGE TROUGH AROUND BOTTOM OF PIT

Diagram illustrating the installation of a root pit. The diagram shows a cross-section of the pit with various layers and components labeled:

- SOIL RING EDGE
- 2" MIN.
- TOP 1/3 AND LAY DOWN SIDES. REMOVE ALL NAILS, STAPLES, PINS, ETC. PRIOR TO INSTALLATION
- PLANTING SOIL
- LOOSEN SOIL AROUND SIDES OF PIT PRIOR TO INSTALLATION
- COMPACT SOIL TO FORM SOIL RING ON DOWNHILL SIDE
- REMOVE HARDPAN FROM BASE OF ROOT PIT TO FACILITATE DRAINAGE
- 6" DEEP DRAINAGE TROUGH AROUND BOTTOM OF PIT
- EQ. MIN.
- EQ.
- EQ. MIN.

	RIPTA-CCRI ENHANCED BUS SERVICE PROJECT		
WARWICK			RHODE ISLAND
DRAWING TITLE:			DRAWING NO.
	LANDSCAPE DETAILS		C-511