

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 at sgomes@ripta.com
- **Proposal must be submitted pre-punched for standard three ring binders. A binder is not required. 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.**

Please refer to Page 89 for Scope of Work

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: **24-21**

PROPOSAL FOR: **Trench Drain Replacement**

DUE: **March 5, 2024**

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? _____

DUNS 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 24-21

REQUEST FOR PROPOSALS

PROPOSAL NO: 24-21

DATE OF INVITATION: January 29, 2024

PRE-PROPOSAL MEETING: February 7, 2024

PROPOSAL RECEIPT DATE:

FURNISHING OF: Trench Drain Replacement

FEDERAL TRANSIT ADMINISTRATION PROJECT NO. Various FTA funding

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 **Three copy (ies)** 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.

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RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 24-21

I. CALENDAR

A. Date of Invitation: January 29, 2024

B. Pre-Proposal Conference:

1. Date: February 7, 2024
2. Time: 10:00 A.M. Eastern Time
3. Place: RIPTA Board Conference Room
269 Melrose Street, Providence, RI

A Mandatory Pre-Proposal meeting will be held at RIPTA Transportation Building Conference Room, 269 Melrose Street Providence, RI 02907. The meeting will be followed by a brief tour to view the work to be completed.

Pre-Proposal Meeting attendees must wear reflective safety vests. This meeting will be the only opportunity to tour the facility as it is an active worksite utilized by RIPTA.

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

C. Request for Approved equals and Questions

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

1. Date: February 13, 2024
2. Time: 1:00 p.m. Eastern Time
3. Response to approved equals: 5-10 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 5, 2024
2. Time: 1:00 p.m. Eastern Time

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 24-21

II. NOTICE TO OFFERORS

A. DATE: January 29, 2024

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

Trench Drain Replacement

All Proposals shall be submitted in the required format and quantity as set forth in the RFP. This Proposal must be received by March 5, 2024 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 funding) 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 10AM Eastern Time on February 7, 2024 .. 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.

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III. CONTACT LIST

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

A. Contracts Manager
Ms. Sheryl Gomes
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. **This should be on a USB drive** 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.**

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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.

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B. Form of Proposal and Signature.

The Proposal shall be presented with an original and Three 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

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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.**

F. Modification or Withdrawal of Proposal.

A Proposal may be modified or withdrawn by written notice received in the office designated in the Request for Proposals not later than the exact time set for receiving of Proposals. A Proposal may be withdrawn in person by a Proposer, 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.

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

L. Delivery Charges.

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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 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

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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.

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

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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 this agreement shall be considered and

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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.

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

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

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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:

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

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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 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)

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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 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 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

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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 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.

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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:**

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 tests 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:**

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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.

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

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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 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

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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.

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

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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 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

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subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

R. Patent Indemnity

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.

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- 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
 - 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

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General of the United States or any of their duly authorized 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

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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).

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

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Contracting Officer to determine what corrective action, if any, shall be undertaken.

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

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- 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.
 - 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

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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 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

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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 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

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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 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

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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 (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

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- 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; 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

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- 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 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

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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 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

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the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.
 - 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,

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other than permissible deductions as set forth in Regulations, 29 CFR part 3.

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

- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 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

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site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator 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,

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expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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.

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8. Compliance with Davis-Bacon and related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards.

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

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

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

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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.

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 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 names, 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 Secretary of 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

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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.

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 be 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

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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.

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

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requirements of this section in all subcontracts that may involve international air transportation.

PP. **National Intelligent Transportation Systems Architecture and Standards**

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.

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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 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.

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“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.

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

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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.

<u>Material Cost</u>	<u>Overhead Fee</u>
\$0-500	No Fee
\$501-750	\$75.00
\$751-1000	\$100.00
\$1001-1500	\$125.00
\$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?

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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

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.

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- 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.

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.

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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. 24-21

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: _____

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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

Drug & Alcohol Testing	
Proposal Guarantee (Surety)	X
Telecommunications Clause	X
Human Trafficking Clause	X
Federal Tax Liability and Recent Felony Conviction	X

Designation of an Independent Contractor Form	
<u>After award of Contract for Sole Proprietors</u>	X
IRS W-9 Form	X
Performance and Payment Bonds	X
Certificate of Insurance-	X
(As required in Section XXII and the Technical Specifications)	

**ITEMS WITHOUT AN “X” AND THEIR RESPECTIVE TERMS AND CONDITIONS
ARE NOT REQUIRED IN THIS PROPOSAL**

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X. SOLICITATION FORM

COMPANY NAME _____

PROPOSAL NO. OR PROJECT NO. 24-21

DESCRIPTION Trench Drain Replacement

A. PROPOSAL REQUIREMENTS

Sealed Proposals in original and Three 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.

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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 24-21

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

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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

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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. _____

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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)

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XV. BUY AMERICA CERTIFICATION REQUIREMENTS I **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.

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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.

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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.

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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:

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

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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.

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

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

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F. Procedure Prior to Contact 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.

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- 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

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shall make every reasonable effort to propose and enter into 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

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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.

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

A. Attachment A

Company Name: _____

Project Number: 24-21 Project: Trench Drain Replacement

*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.

Request for Proposals Number 24-21

A. Attachment B

Project Name: Trench Drain Replacement

I do hereby certify that it is the intention of the above organization to affirmatively seek out and consider Disadvantaged Business Enterprises to participate in this contract as contractors, Subcontractors and/or suppliers of requirements of the U.S. Department of Transportation's regulation 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision.

The utilization of Disadvantaged Business Enterprise is in addition to all other equal opportunity requirements of this contract.

Title

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

A. 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 24-21

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/.

Project Name: Trench Drain Replacement

Project Number: 24-21

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

Form completed by: _____

Date: _____

Request for Proposals Number 24-21

A. Attachment E

Project Name: Trench Drain Replacement

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 24-21

DOCUMENTATION OF DBE UTILIZATION

A. Attachment F

RIPTA Contract Number: _____ 24-21

Prime Contractor: _____

DBE Name: _____

Starting Date: _____ **Completion Date:** _____

This is to verify the following:

- I was the approved DBE on the above contract.
- I performed the items of work Subcontracted.
- I actually received \$_____ for my work.
- I received payment of retainage on _____
(Date)

(Signature & Title of DBE) _____ (Date)

(Signature & Title of Prime Contractor) _____ (Date)

This form is to be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Retainage payments will be made to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed

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

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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.

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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.

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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.

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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

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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

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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.

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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).

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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.

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XXVI. GENERAL CONTRACT COMPLIANCE CERTIFICATE & AGREEMENT FORM

(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

PROPOSAL NO. 24-21

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: _____

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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

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XXIX. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Request for Proposals Number: 24-21
Project Trench Drain Replacement

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

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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:

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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 24-21

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

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 24-21

XXXV. TELECOMMUNICATIONS CLAUSE

VENDOR hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

President/ Vendor Representative

Trafficking in Persons

Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

President/ Vendor Representative

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 24-21

XXXVI. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

The contractor hereby certifies the following:

Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

The contractor agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

President / Vendor Representative



RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Trench Replacement Building B Specifications

Dated: January 2024

Location:

269 Melrose Street
Providence, RI 02907

Owner:

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

Engineer:

Atlas Technical Consultants
280 Roberts Street
East Hartford, Connecticut

TRENCH DRAIN REPLACEMENT BUILDING B RHODE ISLAND PUBLIC TRANSIT AUTHORITY GARAGE 269 MELROSE STREET PROVIDENCE, RHODE ISLAND,

Contracting Agency:

Rhode Island Public Transit Authority
705 Elmwood Avenue
Providence, Rhode Island

Prepared by:

Atlas Technical Consultant LLC
280 Roberts Street
East Hartford, Connecticut

November 29, 2023

Bidding and Contract Requirements

Technical Specifications

General Requirements

Summary of Work

Site Construction

Cast In Place Concrete
Surface Drainage Systems
Health and Safety Plan
Temporary Steel Plates
Resinous Flooring

Trench Drain Layouts

Drawings

Sheet 1	Site Location Map
Sheet 2	Demolition – Removal of Trench Drain
Sheet 3	Proposed Trench Drain Layout
Sheet 4	Power Drain Cross Section Detail
Sheet 5	ACO Trench Drain Profile
Sheet 6	Trench Grate Detail
Sheet 7	CB Sewer Saddle Detail
Sheet 8	Trench Drain 1 Catch Basin/MH
Sheet 9	NTS Steel Crossing and Power-Drain Detail
Sheet 10	Replacement Concrete Patch

Manuals and Installation Guidelines

ACO Civil Construction Products (Trench Drains)
Installation Device Instructions Guide (Trench Drains)

SECTION 00 10 00 – RFP SOLICITATION SUMMARY

General Information			
Project Name	Building B Trench Drain Replacement		
Project Description	- The work for this Contract is located in the City of Providence, Rhode Island. The site is located at 269 Melrose Street, near the intersection with Longfellow Street (See Sheet 1 for Site location). The building is an active bus terminal for Rhode Island Public Transit Authority (RIPTA). In addition to serving as a bus garage, the building also functions as both a bus wash and fueling station for RIPTA buses. The Scope of Work detailed in this specification is to be performed inside the building and estimate to be completed in 10 weeks.		
Project Start Date/Length	June 17, 2024		
Completion	August 30, 2024		
Contract Type	RI AIA Documents		
Funding Source	<input type="checkbox"/> Local	<input checked="" type="checkbox"/> State	<input type="checkbox"/> Federal
DBE Goal	Not applicable, however encouraged.		
Mandatory Pre-Bid Meeting	Mandatory Date: 2/7/2024 Time: 10:00 AM Location: Building B 269 Melrose Street Providence RI		
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		
*All correspondence during RFP must be through the Contract Manager.			
Projected RFP Schedule: <i>Please refer to RIPTA Procurement for updates to all dates and times.</i>			
Issue Request for Proposals	January 29, 2024		
Onsite Pre-Bid Meeting (Mandatory)	February 7, 2024	10:00 am	
Deadline to submit Questions and Request for Approved Equals to RIPTA	February 14, 2024	1:00 pm	
Deadline to Submit Proposals	March 5, 2024	1:00 pm	
Board Consideration of Approval	April 2024 Board Meeting		
Start of Construction	June 17, 2024		

<p>Proposal Evaluation Criteria:</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. Timeline C. Pricing D. Safety Program E. Experience with construction administrative procedures. <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>Qualifications /Experience /Past Performance in comparable projects (15 points)</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>Timeline (30 Points)</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 and any interruptions of service is favorable. Priority shall be given to Trench Drain #9 to be completed first.</p> <p>Pricing (25 Points)</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>Safety Program (20 Points)</p> <p>Each proposal should include a brief description of the contractor’s commitment to safety and provide EMR rating. (Experience Modification rate). If over 1.0 an explanation would be beneficial. Include information on your safety policies, procedures, department, and personnel training.</p> <p>Experience with Construction Administrative Procedures (10 points)</p> <p>Describe your company’s experience/procedures in handling the administrative side of construction as it relates to: Scheduling, Submittals, Quality control, Invoicing, Project documentation, closeout documentation, As-Built drawings and Construction Project Management Software (Procore or approved equal)</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>N/A</p>
<p>Project Incentives</p>	<p>N/A</p>
<p>Proposal Contents</p>	

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, p*
 - *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, (if applicable)*
 - *DBE Application Agreement, (if applicable)*
 - *Letter of Intent to Perform as a Sub-contractor,*
 - *DBE Good Faith Effort Summary Sheet,(if applicable)*
 - *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

Building B Trench Drain Replacement Specifications– Dated: December 11, 2023
 Building B Trench Drain Replacement Drawings – Dated: December 11, 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 trench drains in the transportation building garage at 269 Melrose Street has failed. Due to unsafe conditions, they are in need of immediate replacement

SCOPE OF Project:

Includes, but not limited to:

Remove nine trench drains (Trench Drains 1 through 9)

Install nine new trench drains (Trench Drains 1 through 9)

Drop inlet and outlet openings in basin to be cut in the field.

On-Site Work Hours: Limit work to normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. If work is required outside of the listed hours, the Contractor should coordinate with the Owner 24 hours in advance.

- Install manhole cover over catch basin
- Install new trench drains and trench drain catch basin and set in concrete.
- Plumb trench drain catch basins into 8" ductile iron drain using a catch basin saddle
- Place, remove, and replace road plates based on bus traffic and work schedule.
- Plates over final concrete pour to remain in-place for a minimum of 28-days.
- During the curing period, an epoxy coating is to be applied over the surface of the new concrete
- Final site restoration including power washing and degreasing the whole garage floor when drains have been completed and repaint all traffic lane lines with the Sherwin Williams product MACROPOXY 646 and topcoat with Sherwin Williams Armoseal HS Polyurethane Floor Enamel per manufacturer's instructions

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

SECTION 00 41 00 - BID FORM

Trench Drain Replacement

269 Melrose Street, Providence, RI 02907

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 Atlas Technical Consultants (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, **Trench Drain Replacement**, 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. This bid includes Addenda numbered (to be filled in by Bidder, if addenda are issued):
 Addenda No. 1 Dated: _____
 Addenda No. 2 Dated: _____
- C. 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.
- D. 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
_____	\$ _____

UNIT PRICE BASE BID ITEMS

Section

Unit Bid Item No.	Item Description	Unit of Measure	Unit Price – Words and (Figures)	Quantity	Amount
1.			_____ Dollars and _____ Cents (\$ _____)	_____ –	\$ _____

TOTAL BASE BID PRICE

FOR PURPOSES OF BID COMPARISON, TOTAL BASE BID PRICE FOR: LUMP SUM ITEM 1, UNIT PRICE
BID ITEMS 1 AND 2, AND ALLOWANCE ITEM 1.

\$ _____ (Amount in Figures)

\$ _____ (Amount in Words)

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*****

SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK:

- A. The work for this Contract is located in the City of Providence, Rhode Island. The site is located at 269 Melrose Street, near the intersection with Longfellow Street (See Sheet 1 for Site location). The building is an active bus terminal for Rhode Island Public Transit Authority (RIPTA). In addition to serving as a bus garage, the building also functions as both a bus wash and fueling station for RIPTA buses. The Scope of Work detailed in this specification is to be performed inside the building.”

1.02 SCOPE OF WORK:

- A. Furnish all labor, materials, equipment, and incidentals necessary to perform the work as shown on the drawings and specified herein.
- B. The planned construction consists of the following:
- Remove nine trench drains (Trench Drains 1 through 9) as shown on Sheet 2.
 - Saw cut concrete where the trench drain catch basins will be connected into the 8” ductile iron drain either directly below or offset (see Sheet 3 for locations).
 - Abandoned existing laterals to 8” ductile iron drainpipe for Trench Drain (TD) – 4, TD-5, TD-7, and TD-9.
 - Saw cut concrete at beginning of the 8” ductile iron drainpipe next to TD-1 and install a 4 ft. by 6 ft. concrete catch basin with a total depth of 6 feet below grade (see Sheet 8). Drop inlet and outlet openings in basin to be cut in the field.
 - Install manhole cover over catch basin (see Sheet 8).
 - Install new trench drains and trench drain catch basin and set in concrete.
 - Plumb trench drain catch basins into 8” ductile iron drain using a catch basin saddle (Sheet 7).
 - Plumb trench drain for TD-1 and the beginning of the existing 8” ductile iron drain pipe into catch basin.
 - Tap trench laterals into 8” ductile iron drainpipe for TD-4, TD-5, TD-7, and TD-9.
 - Saw cut concrete to expose trench laterals and cleanouts for TD-2, TD-3, TD-6, and TD-8. Replace trench laterals and cleanouts using existing lateral layouts without cutting concrete curbing and island.
 - Place, remove, and replace road plates based on bus traffic and work schedule.
 - Plates over final concrete pour to remain in-place for a minimum of 28-days.
 - During the curing period, an epoxy coating is to be applied over the surface of the new concrete in accordance with manufactures guidelines (See Specification for Resinous Flooring).
 - Final site restoration including power washing and degreasing the whole garage floor when drains have been completed and repaint disturbed traffic lines along with other fading traffic lines with the Sherwin Williams product MACROPOXY 646 and

topcoat with Sherwin Williams Armoseal HS Polyurethane Floor Enamel per manufacturer's instructions (See Enamel and Epoxy Specification)

1.03 PROJECT/SITE CONDITIONS:

- A. The Contractor shall accommodate the flow of pedestrians and vehicular traffic adjacent to the work areas.
- B. This project is an active bus terminal for RIPTA. The building functions as a bus wash, fueling station and garage for RIPTA buses. As such buses, drivers and other RIPTA employees may be entering and exiting the building during the project.
- C. It is the contractor's responsibility to create a safe and secure work zone in accordance with RIPTA directives and all applicable federal, state, and local regulations.
- D. On-site storage of equipment, materials, supplies and tools for the trade are to be stored in an area on-site designated by RIPTA. Storage space may be located in RIPTA's building located at 267 Melrose Street which is directly across the travel lane from the project.
- E. The height and width of the overhead garage doors may be restrictive for certain pieces of equipment or vehicles. It is the contractor's responsibility to verify the dimensions of the doors as it pertains to access/egress limitations and equipment movement inside the garage.

1.04 PROJECT WORK PLAN

- A. Prior to any work, the Contractor shall submit for review and approval a Project Work Plan. This Project Work Plan shall summarize the Contractor's means and methods for carrying out the Work specified herein. The Project Work Plan shall include details of the proposed work activities including the project work zones and sequence of work activities.

1.05 PERMITS

- A. Contractor responsible for any and all federal, state, or local permits required for the performance of this project.

1.06 WATER INTRUSION

- A. Removal of standing water, melting snow or any other liquids in the work area is the responsibility of the contractor during project working hours, and the responsibility of RIPTA after hours.

1.07 ROAD PLATES

- A. Adequate road plates to complete the project will be required.
- B. Road plates will be required during the demo/construction phase of the project and must be of adequate construction to support the weight and load of RIPTA buses and other equipment.

CAST-IN-PLACE CONCRETE

1.1 SUMMARY

- A. Concrete to be fiber mesh reinforced, minimum of 5,000 psi sufficient for Class F loading in accordance with ACO manufacturer specifications. ACO is the selected manufacturer of the trench drains (See Surface Drainage Systems). Concrete testing to be performed by an independent, certified 3rd party materials testing firm hired by the Contractor and approved of by the Arcitect/Engineer.
Pinning of concrete sections or concrete drains is NOT ALLOWED

SECTION 33 40 00

SURFACE DRAINAGE SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Modular trench drain systems.

1.2 RELATED SECTIONS

- A. 03 30 00 - Cast in Place Concrete

1.3 REFERENCES

- A. ASTM International (ASTM): ASTM A536 – Standard Specification for Ductile Iron Castings.

1.4 European Standard (EN): EN1433 – Drainage channels for vehicular and pedestrian areas; Classification, design and testing requirements, marking and evaluation of conformity.

1.5 SYSTEM DESCRIPTION

- A. System Type:
 - 1. Trench drain systems shall employ an angled grade on both sides of a linear trench to move runoff into a point along the channel. Liquids shall be discharged by gravity flow at the end of the drain into an underground pipe system or culvert.
- B. System Design:
 - 1. Modular trench drains shall be factory manufactured and engineered with compatible grates and accessory components in sizes and capacities to provide a complete functioning trench drain system.
 - 2. Modular channels are aligned onsite via male/female interconnecting ends to form a continuous sloped run. Systems shall provide a continuously sloped trench up to 130 feet (40 m) long. Neutral channels with no slope that can be inserted along runs shall be provided as required to extend length.
- C. System Requirements:
 - 1. Loading:
 - a. Class F Loading
 - 2. Durability:
 - a. Liquid Type: Stormwater, snow/ice meltoff, fluids from buses
 - b. Grade Surface Adjacent To Trench Grate:
 - c. Grate and trench materials shall resist Liquid Type attack and corrosion of trench drain components and grate.
 - 3. User Requirements:
 - a. Grate Finish: Match existing finish
 - b. Grate Safety Requirements:
 - 1) Grates shall comply with requirements of the Americans with Disabilities Act (ADA).
 - 2) Grates shall include a 'heelsafe' pattern in compliance with American Society of Mechanical Engineers (ASME) A112.6.3, Floor and Trench Drains. Section 7.12, "Heel Resistant Strainers and Grates,
 - 3) Grates shall prevent small stiletto-style heels from getting stuck, causing injury or falls.
 - 4) Grates shall be bicycle-safe grates to avoid slot openings that trap modern

bicycle wheels.

4. Hydraulic Performance:

- a. Trench drain system shall provide drain performance without grate bypass occurring and without uncontrolled ponding during maximum design flow rate and duration.
- b. Trench drain system shall provide temporary ponding during hydraulic rates exceeding the trench design capacity in areas and boundaries indicated.

1.6 SUBMITTALS

- A. Product Data: Submit product data and installation instructions including manufacturer's product sheet, for specified products.
- B. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors, patterns and textures.
- C. Engineering Calculations: Manufacturer shall provide Trench Hydraulic Service by modeling lateral intake into the trench design based on Project environmental locale and drainage surfaces.
- D. Quality Assurance Submittals: Submit the following:
 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
 2. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.
- B. Installer Qualifications: Installer experienced in performing Work of this section who has specialized in installation of work similar to that required for this project.

1.8 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

1.10 PROJECT CONDITIONS

recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.11 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.
- B. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.12 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty:
 - 1. Warranty Period: 12 months commencing on Date of Substantial Completion or 24 months from date of purchase, whichever is sooner.

PART 2 PRODUCTS

2.1 ACO PowerDrain Model S100K 4" width

2.2 MANUFACTURERS

- A. Acceptable Manufacturer:
 - 1. ACO, Inc.; 9470 Pinecone Dr., Mentor, OH 44060. ASD. Toll Free Tel: (800) 543-4764. Tel: (440) 285-7000. Fax: (440) 285-7005. Email: info@acousa.com. Web: <http://www.acousa.com>.
- B. Substitutions: Not permitted.

2.3 SYSTEM DESIGN:

- A. Load Class: Provide trench drain system designed, engineered and installed to support the minimum loads as defined by EN1433. Load Class shall be: Class F.
- B. Grate Design: Safety.
 - 1. Grates that comply with requirements of the Americans with Disabilities Act (ADA) of 1990 are available.
 - 2. Other safety-focused grates include a 'heelsafe' pattern in compliance with American Society of Mechanical Engineers (ASME) A112.6.3, Floor and Trench Drains. Section 7.12, "Heel Resistant Strainers and Grates,
 - 3. Grates are designed to prevent small stiletto-style heels from getting stuck, causing injury or falls. In addition, bicycle-safe grates avoid slot openings that can trap modern bicycle wheels.

2.4 PowerDrain – Heavy duty trench drains system

- A. Product: PowerDrain Trench System as manufactured by ACO, Inc.
 - 1. Units: Polymer concrete with ductile iron edge protection rail, grate lugs and locks to prevent dislodgement.
 - a. One meter (39.4 inches) long units shall provide 130 feet (40m) continuous slope (0.5%, 1/17 inch fall per linear foot). Five neutral slope channels extend run lengths. Four half-meter neutral slope channels and accessories for a complete system.
 - 2. Ductile Iron Edged, Single Lock, Modular Trench System.
 - a. 4 inch nominal (100 mm) internal width Trench System: S100K Trench System..

- B. Product: PowerDrain Grates as manufactured by ACO, Inc.
- C.
 - 1. S100K Grates (4 inch nominal)
 - a. S100K Slotted 0.5m Grate: Ductile iron, EN1433 load class F
 - b. S100K Longitudinal 0.5m Grate: Ductile iron, EN1433 load class F
- D. Product: PowerDrain Catch Basin (CB) as manufactured by ACO, Inc.
 - 1. Provide plastic trash bucket.
 - 2. Provide plastic riser and large trash bucket.
 - 3. S100K Catch Basins:
 - a. SK1-901D Inline Catch Basin: Ductile iron edge rails, slotted grate

2.5 MATERIALS

- A. Polymer Concrete: Durable material which is resistant to road salts and common chemicals, made from polyester resin reinforced with mineral aggregates and fillers.
- B. Ductile iron: 65-45-12, ASTM A536.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved submittals. Install in proper relationship with adjacent construction.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

CONSTRUCTION HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.01 CONSTRUCTION HEALTH AND SAFETY PLAN

- A. The contractor is required to develop, implement, and maintain a site specific health and safety plan (HASP) for the project. The development, submittal and approval of the HASP is required prior to the start of work. The HASP is to be prepared in accordance with federal, state, and local regulations and RIPTA requirements. The HASP must include job safety analysis (JSA) documents for all tasks required for the completion of the Scope of Work. Equipment inspection logs must be provided and available on-site as required by RIPTA. Daily tailgate safety meetings must be held and documented before the commencement of work each day. HASP. The HASP must be and all required documents and permits must be maintained on the job site and available for review by RIPTA, their authorized representatives and any regulatory agencies. The contractor meet OSHA TWA of 85dB for 8 hours or the NIOSH standard of 90dB (per OSHA).

1.02 Work Restrictions

- A. 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: Limit work to normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. If work is required outside of the listed hours, the Contractor should coordinate with the Owner 24 hours in advance.**
 3. Holidays and Weekends: If work is required, the Contractor should coordinate with the Owner 24 hours in advance.
 4. Allow emergency vehicles access to all areas of the site and pass unimpeded at all times.
 5. 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.
 6. 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 the Contractor.
 7. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to always use identification tags. 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.
 8. Keep entrance / exit to main offices clear and safe at all times.

END OF SECTION

TEMPORARY STEEL PLATES

Part 1 - Summary

- A. Contractor to supply solid steel road plates during the length of the project to accommodate vehicular and pedestrian traffic during construction and protect concrete pours during curing.
- B. Contractor to place, remove, and replace road plates based on bus traffic and work schedule.
- C. Plates over final concrete pour to remain in-place for a minimum of 28-days.

Part 2 – Materials and Placement:

- A. The steel for plates shall be either ASTM A 36 Grade 36 (Yield Strength of 36,000 psi) or ASTM A 572 Grade 50 (Yield Strength of 50,000 psi).
- B. All plating used shall be without deformations (warping, cracking, etc.). Plate removal will be required if plate is permanently deformed. Steel road plate deformation may occur during loading, but if a steel plate is deformed without loading to at least 0.5 inch per 10 feet in length the plate shall be removed and replaced.
- C. Plates to be secured during concrete curing using 3/4" shims to prevent minor defections due to loading to contact the concrete.
- D. Material for temporary transition/wedge pavement leading to the plate is required during concrete curing to prevent water from contacting the concrete.
- E. The plate and the anchor system shall be designed for the forces resulting from a truck braking on the plate.
- F. The plates must extend beyond the edge of the trench to safely and adequately support the traffic loads on it. Steel plates shall be placed perpendicular over a concrete floor opening in accordance with the table and detail provided on Sheet 6.
- G. Steel road plates shall not be overlapped or stacked on top of another plate.
- H. The gap between the edge of the plate(s) and the adjacent pavement (not being reconstructed) shall be filled with a temporary bituminous overlay wedge.
- I. The plates shall be secured by an approved method to prevent any movement. If the plates are to be left in place for an extended period of time, the method of securing the plates shall be inspected every 3 days, at the Contractor's expense to ensure that they have not become loose.

RESINOUS FLOORING
HYBRI-FLEX EB Flintshot with Armor Top

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Summary of Work Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Resinous flooring
- B. Related sections include the following:
 - 1. Cast-in-Place Concrete

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane based self-leveling seamless flooring system with quartz aggregate broadcast and Epoxy broadcast and topcoats.
- B. The system shall have the color and texture as specified by the Owner with a nominal thickness of 1/4 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Safety Data Sheet (SDS) for each product being used.
- C. Samples: A 3 x 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
- B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.
- C. No requests for substitutions shall be considered that would change the generic type of the specified System.
- D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), and local Health Department.
- E. The system shall be in compliance with the Indoor Air Quality requirements for local, state, and federal regulations as verified by a qualified independent testing laboratory.
- F. System shall be in compliance with LEED v4 EPD and HPD as verified by a qualified third party validation.
- G. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.

B. Storage and Protection

1. The Applicator shall be provided with a dry storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
2. Copies of Safety Data Sheets (SDS) for all components shall be kept on site for review by the Engineer or other personnel.

C. Waste Disposal

1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system.

1.7 PROJECT CONDITIONS

A. Site Requirements

1. Application may proceed while air, material and substrate temperatures are between 60 F and 85 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area.
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.

B. Conditions of new concrete to be coated with cementitious urethane material.

1. Concrete shall be moisture cured for a minimum of 3 days and have fully cured a minimum of 5 days in accordance with ACI-308 prior to the application of the coating system pending moisture tests.
2. Concrete shall have a flat rubbed finish, float or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable).
3. Sealers and curing agents should not to be used.
4. Concrete shall have a minimum design strength of 3,500 psi. and a maximum water/cement ratio of 0.45

C. Safety Requirements

1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
2. "No Smoking" signs shall be posted at the entrances to the work area.
3. The Owner shall be responsible for the removal of foodstuffs from the work area.
4. Non-related personnel in the work area shall be kept to a minimum.

1.8 WARRANTY

- A. Dur-A-Flex, Inc. warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Dur-A-Flex, Inc. published literature if used in accordance with the latest prescribed procedures and prior to the expiration date.
 - B. Dur-A-Flex, Inc. liability with respect to this warranty is strictly limited to the value of the material purchase.
-

PART 2 – PRODUCTS

2.1 FLOORING

- A. Dur-A-Flex, Inc, Hybri-Flex EB (self leveling broadcast quartz), epoxy/aliphatic urethane topcoat seamless flooring system.
1. System Materials:
 - a. Topping: Dur-A-Flex, Inc, Poly-Crete SL resin, hardener and SL aggregate.
 - b. The broadcast aggregate shall be Dur-A-Flex, Inc. Flintshot quartz aggregate.
 - c. Broadcast: Dur-A-Flex, Inc. Shop Floor, epoxy based two-component resin.
 - d. Seal coats: Dur-A-Flex, Inc. Shop Floor, epoxy-based, two-component resin.
 - e. Top coat: Dur-A-Flex, Inc. Armor-Top aliphatic urethane multi-component resin.
 2. Patch Materials
 - a. Shallow Fill and Patching: Use Dur-A-Flex, Inc. Poly-Crete MD (up to ¼ inch).
 - b. Deep Fill and Sloping Material (over ¼ inch): Use Dur-A-Flex, Inc. Poly-Crete WR.

2.2 MANUFACTURER

- A. Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, Fax: (860) 528-2802
- B. Manufacturer of Approved System shall be single source and made in the USA.

2.3 PRODUCT REQUIREMENTS

A.	Topping	Poly-Crete SL		
1.	Percent Reactive	100 %		
2.	VOC	0 g/L		
3.	Bond Strength to Concrete ASTM D 4541	400 psi, substrates fails		
4.	Compressive Strength, ASTM C 579	9,000 psi		
5.	Tensile Strength, ASTM D 638	2,175 psi		
6.	Flexural Strength, ASTM D 790	5,076 psi		
7.	Impact Resistance @ 125 mils, MIL D-3134, No visible damage or deterioration	160 inch lbs		
B.	Broadcast Coat, Grout Coat	Shop-Floor tm Resin		
1.	Percent Reactive,	100 %		
2.	VOC	<8 g/L		
3.	Water Absorption, ASTM D 570	0.04 %		
4.	Tensile Strength, ASTM D 638	4,000 psi		
5.	Coefficient of thermal expansion ASTM D 696,	2 x 10 ⁻⁵ in/in/F		
6.	Flammability ASTM D-635	Self-Extinguishing		
7.	Flame Spread/ NFPA 101 ASTM E-84	Class A		
C.	Topcoat	Armor Top		
1.	VOC	0 g/L		
2.	60 Degree Gloss ASTM D523	75+/-5		
3.	Mixed Viscosity, (Brookfield 25°C)	500 cps		
4.	Tensile strength, ASTM D 638	7,000 psi		
5.	Abrasion Resistance, ASTM D4060	Gloss	Satin	
	CS 17 wheel (1,000 g load) 1,000 cycles	10	12	mg loss
6.	Pot life @ 70° F 50% RH	2 hours		

-
- | | | | |
|----|--------------------------|----------------|----------------------------------|
| 7. | Dry properties, | 70°F, 50% R.H. | 8 hours tack free, 12 hours Dry |
| | | 60°F, 30% RH | 12 hours tack free, 18 hours Dry |
| | | 80°F, 70%RH | 4 hours tack free, 6 hours Dry |
| 8. | Full Chemical resistance | | 7 days |

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.
 - 1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

A. General

- 1. New and adjoining existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
- 2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
 - a. Perform anhydrous calcium chloride test ASTM F 1869-98. Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 20 lbs/1,000 sf/24 hrs.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 99% relative humidity level measurement.
- c. If the vapor drive exceeds 99% relative humidity or 20 lbs/1,000 sf/24 hrs then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit.
- 3. Mechanical surface preparation
 - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 3-4 as described by the International Concrete Repair Institute.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- 4. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.

3.3 APPLICATION

A. General

- 1. The system shall be applied in five distinct steps as listed below:
 - a. Substrate preparation
 - b. Topping/overlay application with quartz aggregate broadcast.
 - c. Resin application with quartz aggregate broadcast.
 - d. Grout coat application
 - e. Topcoat application.
 - f. Joint sealant application
 - g. Line Striping
-

-
2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
 4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
 5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.

B. Topping

1. The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch.
2. The topping shall be comprised of three components, a resin, hardener and filler as supplied by the Manufacturer.
3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
4. The topping shall be applied over horizontal surfaces using ½ inch “v” notched squeegee, trowels or other systems approved by the Manufacturer.
5. Immediately upon placing, the topping shall be degassed with a loop roller.
6. Quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs/sf.
7. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

C. Broadcast

1. The broadcast coat resin shall be applied at the rate of 90 sf/gal.
2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high-speed paddle mixer.
3. Quartz aggregate shall be broadcast into the wet resin at the rate of 0.5 lbs/sf.
4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

D. Topcoat

1. The first pigmented topcoat shall be squeegee applied with a coverage rate of 90 sf/gal.
2. The topcoat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high-speed paddle mixer.
3. The first topcoat will be back rolled and cross rolled to provide a uniform texture and finish
2. The second pigmented topcoat (Armor-Top) shall be roller applied with a coverage rate of 500 sf/gal with duragrip.
3. The finish floor will have a nominal thickness of 1/4 inch.

E. Flexible Joint Sealant

1. Apply a flexible urethane joint sealant in all construction and expansion joints according to manufacturers' guidelines of joint sealant.

F. Line Striping

1. Apply Dur-A-Gard with superstick additive for line striping as directed on the drawings.

3.4 FIELD QUALITY CONTROL

A. Tests, Inspection

1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 1. Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 1. Rates for all layers shall be monitored by checking quantity of material used against the area covered.
-

3.5 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections.

Drawings



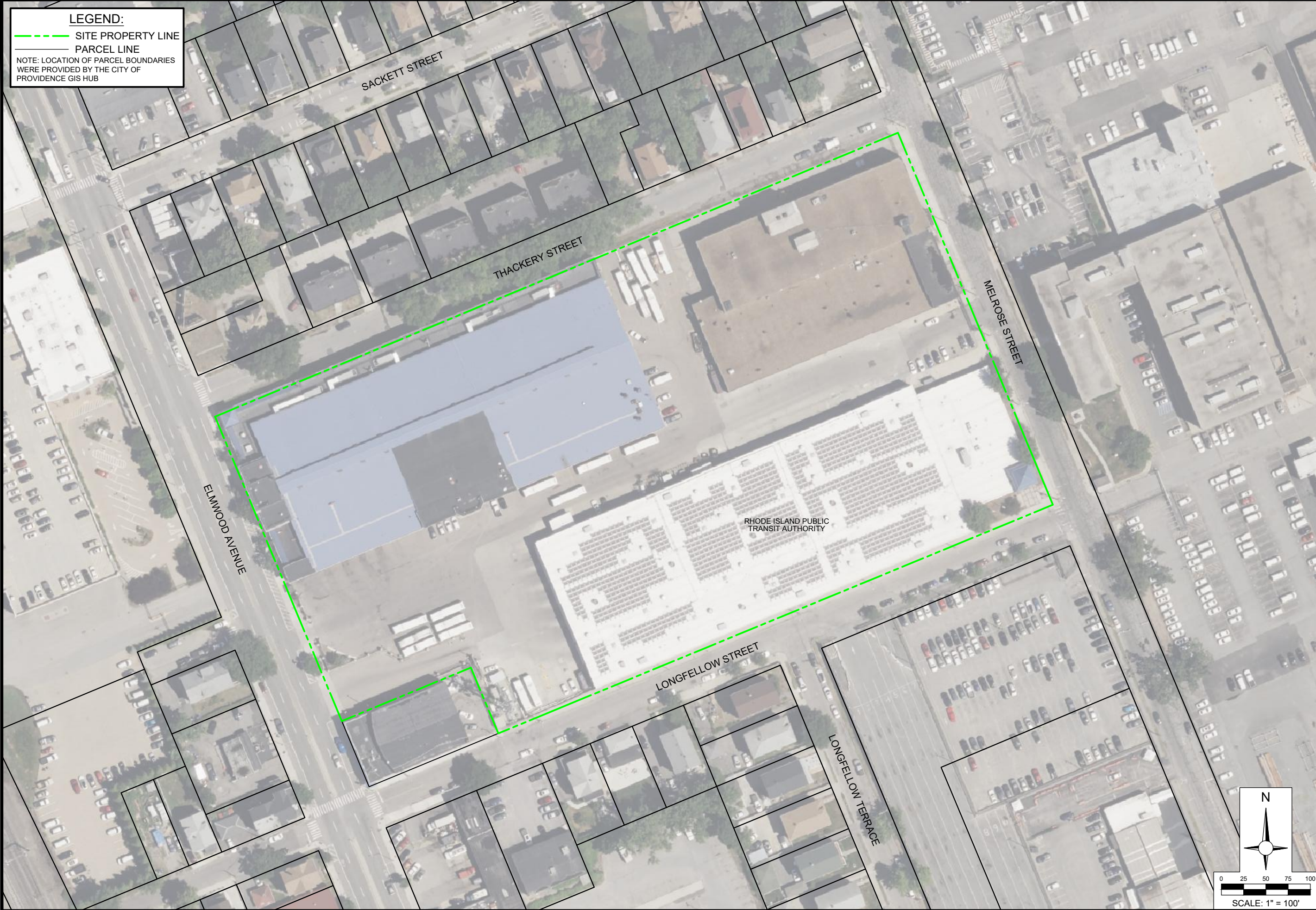
S:\ENVIRO\PROJECTS_2023\PROVIDENCE RIPTA OWS MELROSE STREET\CADD\3609523001-SITE.DWG, FIG1

LEGEND:

--- SITE PROPERTY LINE


--- PARCEL LINE

NOTE: LOCATION OF PARCEL BOUNDARIES WERE PROVIDED BY THE CITY OF PROVIDENCE GIS HUB



N

SCALE: 1" = 100'



SITE LOCATION MAP

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

269 MELROSE STREET

PROVIDENCE, RHODE ISLAND

Project Number: 2609523001	
Date: 10/24/2023	
Dwn. By: DH	Ckd. By: ZB
Scale: AS SHOWN	
Figure: 1	

S:\ENV\PROJECTS_2023\PROVIDENCE RI\PTA OWS MELROSE STREET\TRENCH DRAIN DESIGN\CADD\3609523001-SITE.DWG, FIG2

LEGEND:

EXISTING 8" LATERAL SEWER LINE

REUSE EXISTING 4" LATERAL SEWER LINE

ABANDONED EXISTING 4" LATERAL SEWER LINE

EXISTING 4" VENT LINE

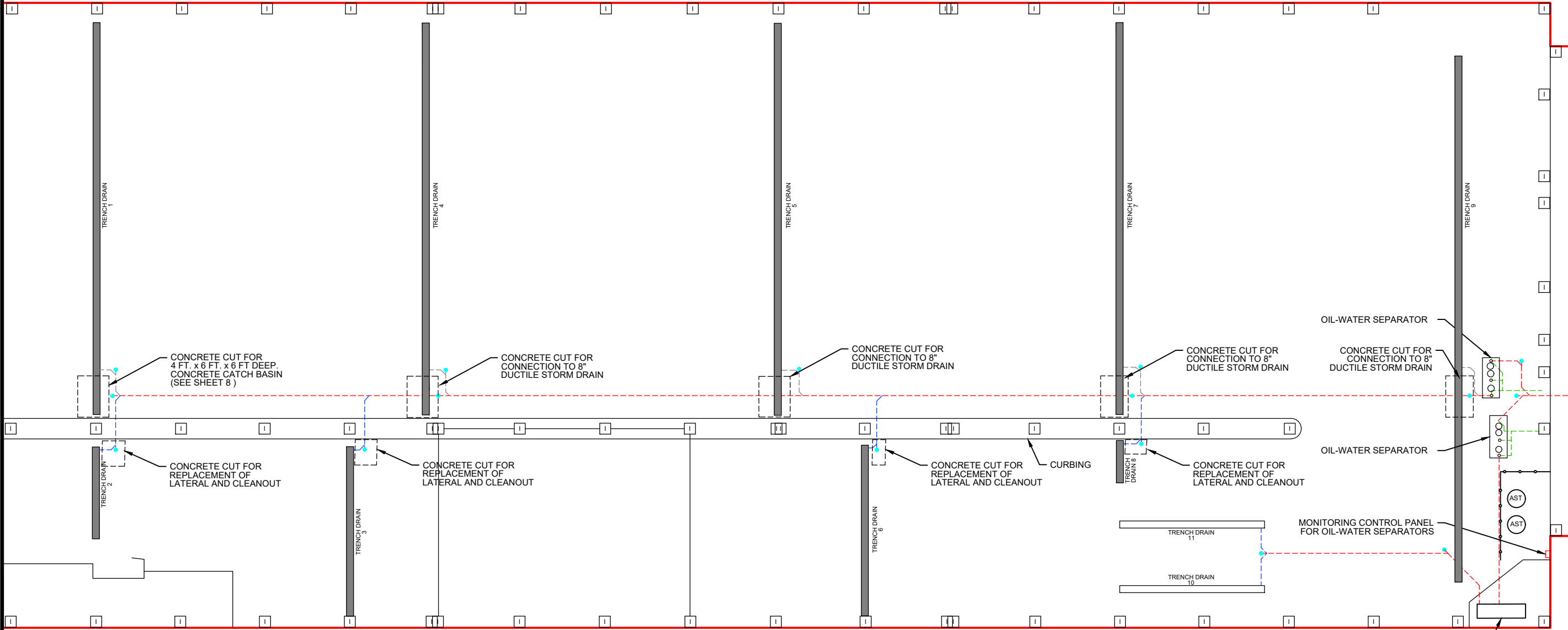
GUARDRAIL

FLOOR CLEAN OUT

BUILDING COLUMNS

EXISTING TRENCH DRAINS TO BE REMOVED
(TOTAL WIDTH OF EXISTING CUT, 26 IN.)

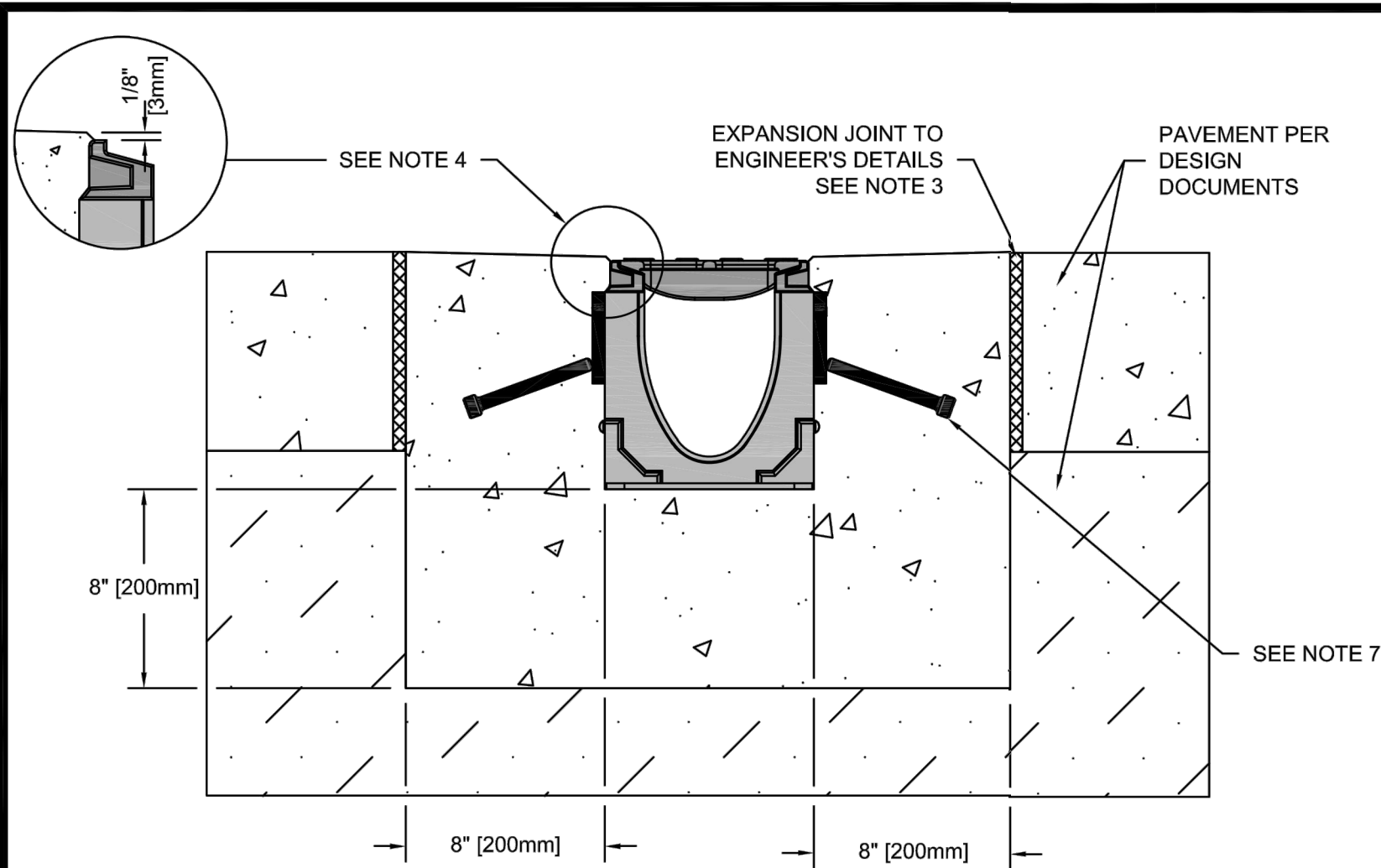
CONCRETE CUT FOR CONNECTION TO 8 IN. MAIN



DEMOLITION - REMOVAL OF TRENCH DRAIN
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number: 2609523001	
Date: 11/10/2023	
Drm. By: DH	Ckd. By: ZB
Scale: AS SHOWN	
Figure: 2	

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NOTES:

1. IT IS NECESSARY TO ENSURE MINIMUM DIMENSIONS SHOWN ARE SUITABLE FOR EXISTING GROUND CONDITIONS. *ENGINEERING ADVICE MAY BE REQUIRED.*
2. MINIMUM CONCRETE STRENGTH OF ~~4,000~~ ^{5,000} PSI IS RECOMMENDED. CONCRETE SHOULD BE VIBRATED TO ELIMINATE AIR POCKETS.
3. EXPANSION AND CONTRACTION CONTROL JOINTS AND REINFORCEMENT ARE RECOMMENDED TO PROTECT CHANNEL AND CONCRETE SURROUND. *ENGINEERING ADVICE MAY BE REQUIRED.*
4. THE FINISHED LEVEL OF THE CONCRETE SURROUND MUST BE APPROX. 1/8" [3mm] ABOVE THE TOP OF THE CHANNEL EDGE.
5. CONCRETE BASE THICKNESS SHOULD MATCH SLAB THICKNESS. ENGINEERING ADVICE MAY BE REQUIRED TO DETERMINE PROPER LOAD CLASS.
6. REFER TO ACO'S LATEST INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS.
7. ACO, INC. RECOMMENDS USING THE POWERDRAIN CONCRETE ANCHORS (PART #97496) FOR LOAD CLASS F APPLICATIONS. TWO ANCHORS REQUIRED PER HALF METER LENGTH.

SPECIFICATION CLAUSE

POWERDRAIN S100K - LOAD CLASS F

GENERAL

THE SURFACE DRAINAGE SYSTEM SHALL BE POLYMER CONCRETE S100K CHANNEL SYSTEM WITH DUCTILE IRON EDGE RAILS WITH CONCRETE ANCHORS, AS MANUFACTURED BY ACO, INC.

MATERIALS

CHANNELS SHALL BE MANUFACTURED FROM POLYESTER RESIN POLYMER CONCRETE WITH AN INTEGRALLY CAST-IN DUCTILE IRON EDGE RAIL. MINIMUM PROPERTIES OF POLYMER CONCRETE WILL BE AS FOLLOWS:

COMPRESSIVE STRENGTH:	14,000 PSI
FLEXURAL STRENGTH:	4,000 PSI
TENSILE STRENGTH:	1,500 PSI
WATER ABSORPTION:	0.07%
FROST PROOF	YES
DILUTE ACID AND ALKALI RESISTANT	YES
B117 SALT SPRAY TEST COMPLIANT	YES

THE SYSTEM SHALL BE 4" (100mm) NOMINAL INTERNAL WIDTH WITH A 6.3" (160mm) OVERALL WIDTH AND A BUILT-IN SLOPE OF 0.5%. CHANNEL INVERT SHALL HAVE DEVELOPED "V" SHAPE. ALL CHANNELS SHALL BE INTERLOCKING WITH A MALE/FEMALE JOINT.

THE COMPLETE DRAINAGE SYSTEM SHALL BE BY ACO, INC. ANY DEVIATION OR PARTIAL SYSTEM DESIGN AND/OR IMPROPER INSTALLATION WILL VOID ANY AND ALL WARRANTIES PROVIDED BY ACO, INC.

CHANNEL SHALL WITHSTAND LOADING TO PROPER LOAD CLASS AS OUTLINED BY EN 1433. GRATE TYPE SHALL BE APPROPRIATE TO MEET THE SYSTEM LOAD CLASS SPECIFIED AND INTENDED APPLICATION. GRATES SHALL BE SECURED USING EITHER THE 'POWERLOK' BOLTLESS LOCKING SYSTEM OR THE 4 BOLT LOCKING OPTION. CHANNEL AND GRATE SHALL BE CERTIFIED TO MEET THE SPECIFIED EN 1433 LOAD CLASS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

SK1-F-ECP



DATE: 11/07/16

POWERDRAIN - S100K - LOAD CLASS: F
W/ OPTIONAL CONCRETE ANCHORS
Exposed Concrete Pavement

INSTALLATION DRAWING - ACO DRAIN

ACO, Inc.

825 W. Beechcraft St
Casa Grande, AZ 85122
Tel: 520-421-9988
Fax: 520-421-9899

9470 Pinecone Dr.
Mentor, OH 44060
Tel: 440-639-7230
Fax: 440-639-7235

4211 Pleasant Rd.
Fort Mill, SC 29708
Tel: 440-639-7230
Fax: 803-802-1063

Arizona Tel: 888-490-9552 e-mail: sales@acousa.com Ohio Tel: 800-543-4764 www.acousa.com South Carolina Tel: 800-543-4764

ATLAS

POWERDRAIN CROSS-SECTION DETAIL
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number:
2609523001

Date:
10/24/2023

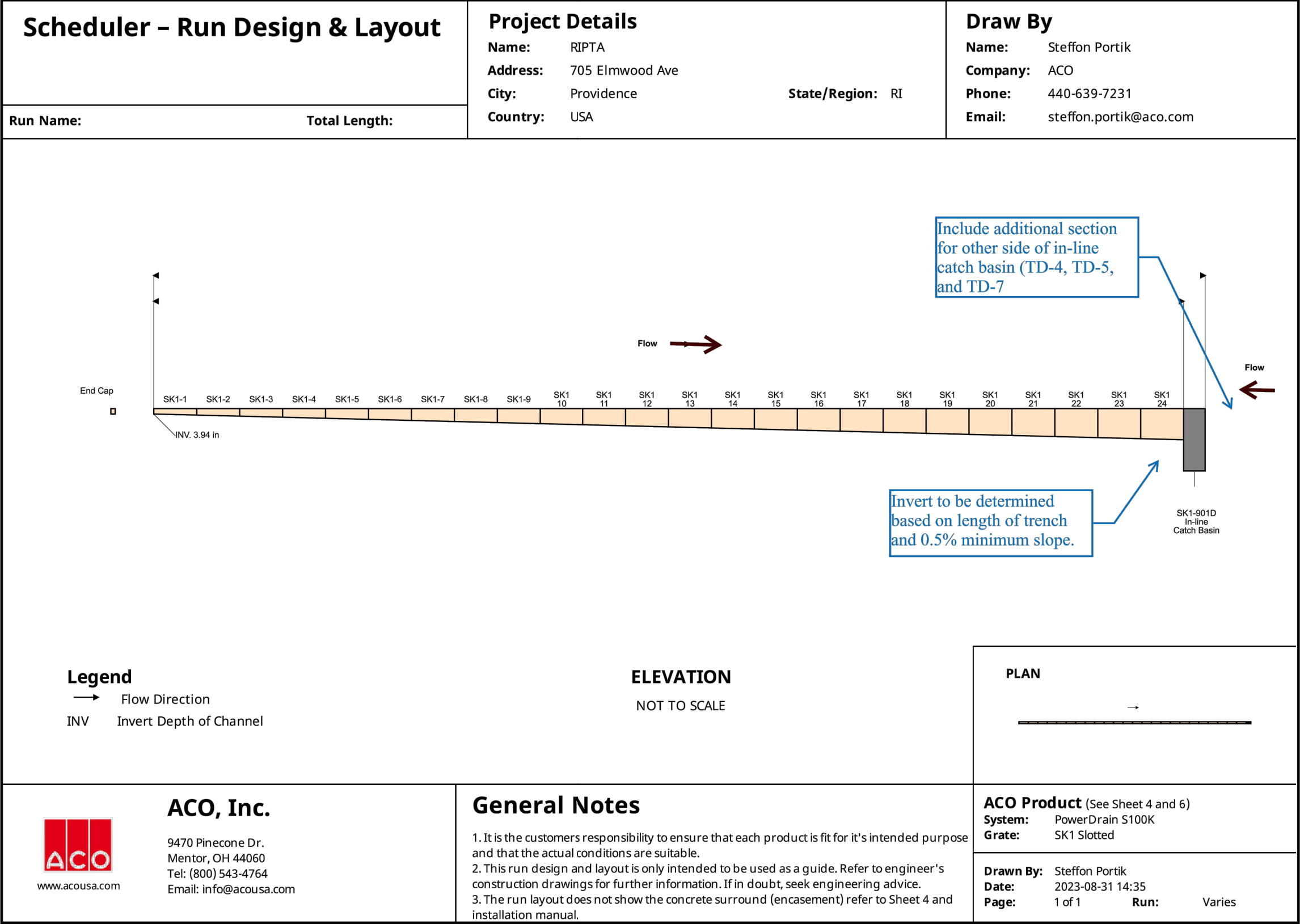
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DH ZB

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Sheet

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ACO DRAIN

4" width - ductile iron longitudinal grate

Product Features

- Certified to EN 1433 Load Class F - 200,000 lbs - 4,182 psi
- Uses 'PowerLok' boltless locking system
- Suitable for use with S100K and H100K channels
- Manufactured from ductile iron to ASTM A 536-84 - Grade 304 65-45-12
- Anti-Shunt lugs



Specifications

General

The surface drainage system shall be ACO PowerDrain or SlabDrain, complete with ACO ductile iron longitudinal grate with 'PowerLok' locking as manufactured by ACO, Inc. or similar approved.

Materials

The covers shall be manufactured from ductile iron and have *minimum* properties as follows:

- **Independently certified to meet Load Class F to EN 1433 - 200,000 lbs - 4,182 psi**
- **Ductile iron to ASTM 536-84 - Grade 65-45-12**
- **Intake area of 154 sq. cm per ½ meter of grate**

The overall width of 5.43" (138mm) and overall length of 19.68" (500mm). Slots measure at a maximum of 1.35" (34mm).

Grate

Grate is longitudinal ductile iron. Ductile iron ASTM 536-84 - Grade 65-45-12. After removal of grates there shall be uninterrupted access to the trench to aid maintenance. Grates can be used for PowerDrain or SlabDrain.

Installation

The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

* delete as appropriate



April 2018

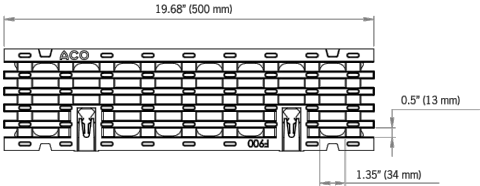
www.ACODrain.us

ACO Specification Information

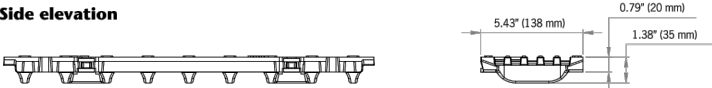
ACO DRAIN

4" width - ductile iron longitudinal grate

Plan view

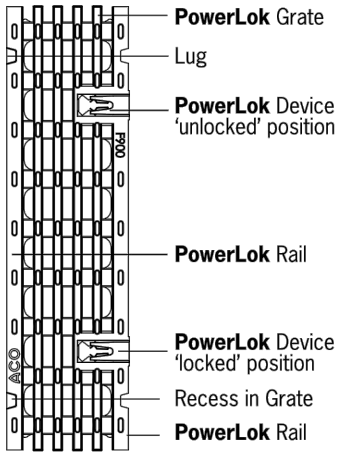


Side elevation



Description	Part No.	Length inches (mm)	Width inches (mm)	Weight lbs.
PowerLok grate SK1 ductile iron longitudinal grate - CI F	96096	19.68 (500)	5.43 (138)	13.6

PowerLok locking mechanism



ACO **PowerLok** is a patented boltless locking system. Grates are removed and replaced with minimum time and effort for ease of maintenance.

Lugs on the rail opposite the **PowerLok** device slots into recesses in the grate. The **PowerLok** device is used to engage the lug on the rail at two locations per grate to 'lock' the grate to the channel.

ACO, Inc.
Northeast Sales Office
9470 Pinecone Drive
Mentor, Ohio 44060
Tel: (440) 639-7230
Toll free: (800) 543-4764
Fax: (440) 639-7235

West Sales Office
825 W. Beechcraft St.
Casa Grande, AZ 85122
Tel: (520) 421-9988
Toll Free: (888) 490-9552
Fax: (520) 421-9899

Southeast Sales Office
4211 Pleasant Road
Fort Mill, SC 29708
Toll free: (800) 543-4764
Fax: (803) 802-1063

Follow us on
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Electronic Contact:
info@ACODrain.us
www.ACODrain.us

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April 2018

www.ACODrain.us



TRENCH GRATE DETAIL
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number:
2609523001

Date:
10/24/2023

Dm. By:
DH

Ckd. By:
ZB

Scale:
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ROMAC
INDUSTRIES,
INC.

INSTALLATION INSTRUCTIONS

Read installation instructions first before installing. Check parts to ensure that no damage has occurred during transit and that no parts are missing. Also check the diameter of the pipe and the range marked on the saddle to ensure you have the proper size.

Style “CB” Sewer Saddle

Step 1

Place saddle on pipe.
4" Gasket ID: 5.20"
6" Gasket ID: 6.40"

Step 2

Wrap strap around pipe, with “This Side Out” as printed on strap. Slide the adjustable bolt assembly to a point which leaves most of the thread for tightening.

Step 3

Fold strap back against itself, placing free end between strap and pipe. (On small pipe, it may be necessary to fold loose end twice).

Step 4

Tighten nuts evenly, alternating between them until appropriate torque is reached (see below).

Significant flattening of PVC pipe indicates overtightening. In all cases wait 10 minutes and retorque.

Nom. Pipe Diameter	Torque
6" - 12"	15-20 ft-lbs.
14" - 48"	20-30 ft-lbs.

Note: 25 ft-lbs. = 12" wrench w/25 lbs. force

Step 5

Lubricate and insert branch end.

*The CB UN saddles are provided with a band clamp (hose clamp) which allows it to have a range. The band clamp comes with two adjusting screws which provide much greater clamping force than band clamps with only one adjusting screw. The band clamp needs to be assembled around the outlet and both adjusting screws tightened evenly.

Note: A pipe stop capable of withstanding 1,000 pounds of thrust is molded into the CB saddle gasket. Care must be taken during system design and installation to assure that this thrust limit is not exceeded.

CB SEWER SADDLE SEWER SADDLE

SUBMITTAL INFORMATION

* Patent #4494780



MATERIALS

CASTING

The saddle body is cast from ductile (nodular) iron, meeting or exceeding ASTM A 536, Grade 65-45-12.

GASKET

Gasket is made from virgin Styrene Butadiene Rubber (SBR) compounded for water and sewer service in accordance with ASTM D 2000 MBA 710.

PIPE STOP

A pipe stop is molded into the inside wall of the gasket. This pipe stop can hold up to 1000 lbs of force along the branch.

STRAP

Type 304 (18-8) Stainless Steel, 3 1/2 inches wide to

spread out clamping forces on the pipe. M.I.G. and T.I.G welds. Passivated for corrosion resistance.

BOLTS AND NUTS

Type 304 (18-8) Stainless Steel, passivated for resistance to corrosion. 1/2" National Coarse roll thread. Nuts coated to prevent galling.

COATINGS

Shop coat applied to cast parts for corrosion protection in transit. Fusion bonded epoxy, liquid epoxy and other coatings available on request.

WASHERS

Acetyl and stainless steel washers are used to reduce friction.

PRESSURE

Designed for sewer service, the Style CB saddle will hold a 7 psi air test when properly installed on a pipe within the correct outside diameter range.

DEFLECTION

When the CB saddle is installed properly the branch can accommodate up to 3 degrees of deflection.

SIZES

See catalog.

This information is based on the best data available at the date printed above. Please check with Romac for any updates or changes.



21919 20th Avenue SE • Suite 100 • Bothell, WA 98021
Phone (425) 951-6200 • 1-800-426-9341 • Fax (425) 951-6201

www.romac.com

CB SEWER SADDLE DETAIL
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number:
2609523001

Date:
10/24/2023

Dwn. By:
DH

Ckd. By:
ZB

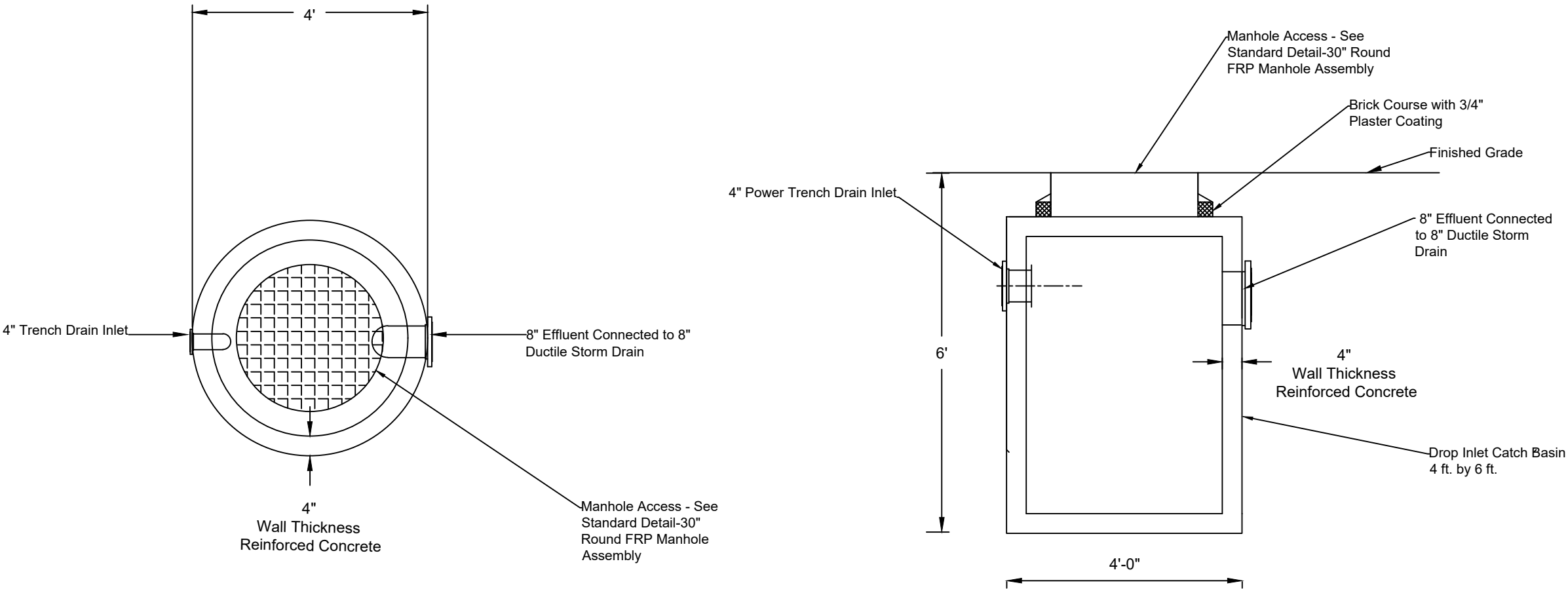
Scale:
AS SHOWN

Sheet

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S:\ENV\PROJECTS_2023\PROVIDENCE RI\PTA OWS MELROSE STREET\CADD\3609523001-SITE.DWG, FIG8

Catch basin must be rated for a minimum of H-20 Loading



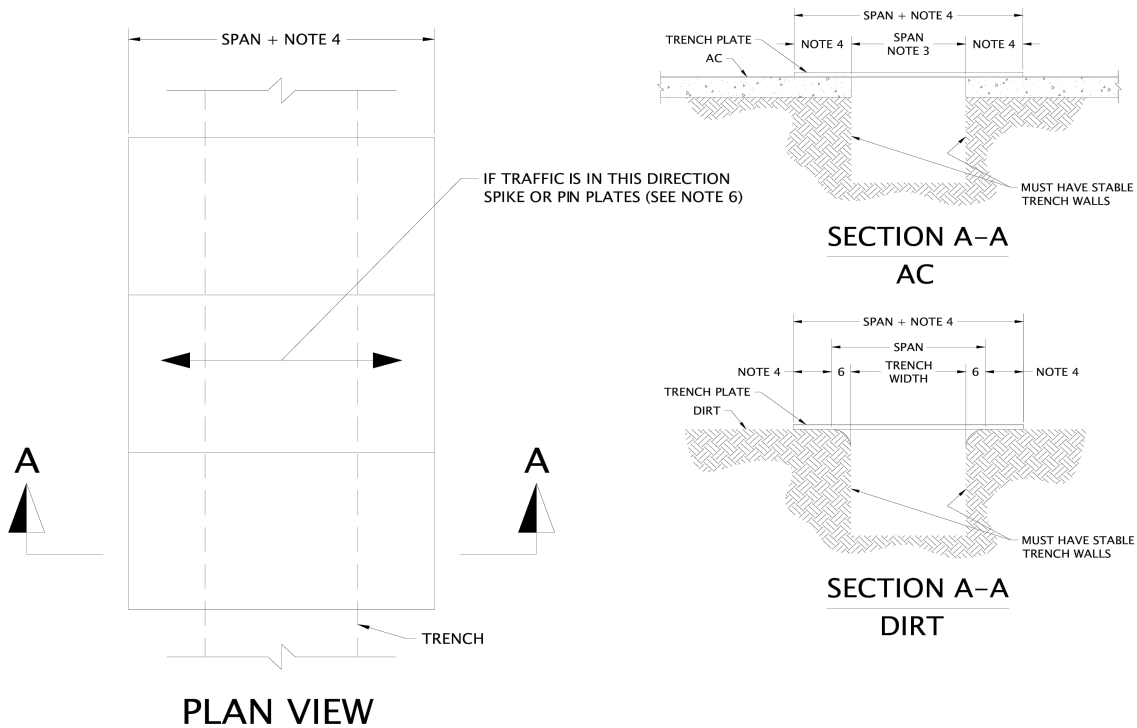
TRENCH DRAIN 1 CATCH BASIN/MH
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number: 2609523001	
Date: 10/24/2023	
Dwn. By: DH	Ckd. By: ZB
Scale: AS SHOWN	
Sheet	

C:\USERS\DAVID.HUGHES\ONEATLAS\CADD-GIS SERVICES - FILE SERVER\2023\1 OTHER OFFICES\CONNECTICUT\RHODE ISLAND PUBLIC TRANS\3609523001-SITE.DWG, FIG 6

NTS Steel Crossing Plates Tabulated Data

HS-20-44 LOADING									
PLATE THICKNESS (IN)	MAX. ALLOW. SPAN (FT)	PLATE SIZE (FT x FT) / WEIGHT (LB)							
		5' X 8'	5' X 10'	6' X 10'	8' X 10'	8' X 12'	8' X 15'	8' X 16'	8' X 20'
1"	4' - 6"	1634#	2042#	2450#	3267#	3920#	4901#	5227#	6534#
1 1/4"	7' - 0"	2042#	2552#	3063#	4084#	4901#	6126#	6534#	8168#
1 1/2"	10' - 0"	2450#	3063#	3675#	4901#	5881#	7351#	7841#	9801#



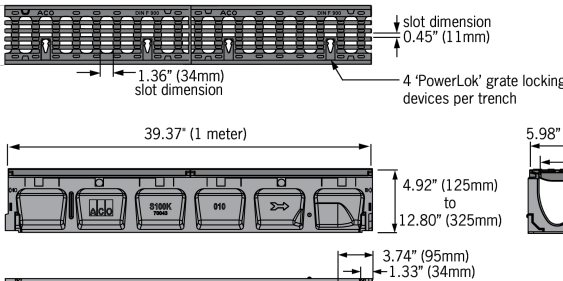
NOTES:

- 1.) PLATES ARE ASTM A36 MIN. STEEL, F_y - 36 KSI.
- 2.) PLATES ARE DESIGNED FOR HS20-44 LOADING ONLY, AND SHALL NOT BE ACCESSED BY CONSTRUCTION EQUIP. EXCEEDING HS20-44 LOADING LIMITS.
- 3.) THE SPAN IS FROM ASPHALT EDGE TO ASPHALT EDGE OR TRENCH WIDTH + 12".
- 4.) EDGE OVERLAP SHALL BE OBTAINED ON ALL EDGES OF EXCAVATION, AS FOLLOW
- TRAFFIC SPEED LESS THAN 45 MPH: 18" MINIMUM
- TRAFFIC SPEED OVER 45 MPH: 24" MINIMUM
- 5.) CHART IS BASED ON STABLE OR SHORED TRENCH, AS CONFIRMED BY BY CONTRACTOR'S COMPETENT PERSON OR ENGINEER. ANY TRENCHES IN C SOILS MUST BE FULLY SHORED OR APPROVED BY PROFESSIONAL ENGINEER.
- 6.) IF TRAFFIC IS PERPENDICULAR TO TRENCH AND IF SPEED EXCEEDS 25 MPH. PLATES MUST BE SECURED BY CONTRACTOR, TO PREVENT MOVEMENT.
- 7.) USE COLD PATCH ASPHALT ALONG ALL EDGES OF STEEL PLATE TO ENSURE SMOOTH TRANSITION FOR TRAFFIC.
- 8.) CONTRACTOR'S COMPETENT PERSON IS RESPONSIBLE FOR USE OF THIS TABULATED DATA WITHIN LIMITS, AND ENSURING SAFE CONDITIONS FOR TRAFFIC AT ALL TIMES

ACO DRAIN

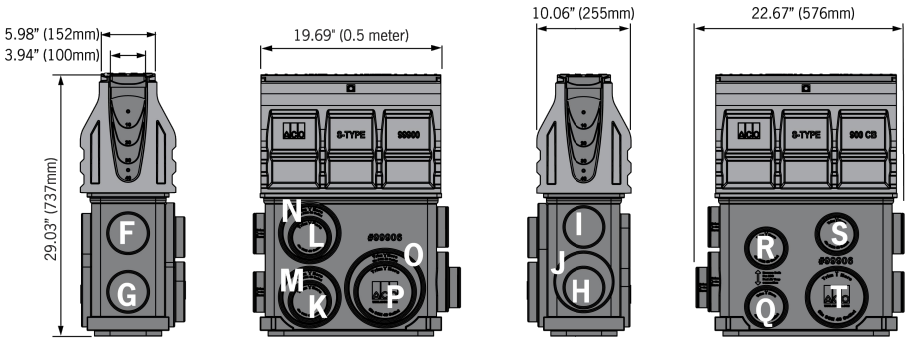
PowerDrain - S100K iron edged channel system with longitudinal grate (ADA)

One meter channel



Knock-outs included on every 5th channel

Type 901D In-line catch basin



Outlet flow rates

Outlet	Product	Outlet size (Sch. 40)	Invert Depth	GPM	CFS
A	Bottom outlet - SK1-00	4" round	3.94"	108	0.24
A	Bottom outlet - SK1-40	4" round	11.81"	187	0.42
B	Bottom outlet - SK1-00	6" oval	3.94"	177	0.39
B	Bottom outlet - SK1-40	6" oval	11.81"	306	0.68
C	End outlet - SK1-20	4" round	7.87"	132	0.29
C	End outlet - SK1-40	4" round	11.81"	171	0.38
D	SK1-308-6 6" outlet cap	6" oval	9.84"	233	0.52
E	SK1-408-6 6" outlet cap	6" oval	11.81"	264	0.59
F	Type SK1-901D	4" round	19.87"	230	0.51
G	Type SK1-901D	4" round	26.37"	268	0.60
H	Type SK1-901D	4" round	25.87"	266	0.59
I	Type SK1-901D	4" round	19.16"	226	0.50
J	Type SK1-901D	6" round	26.29"	593	1.32
K	Type SK1-901D	4" round	27.22"	272	0.61
L	Type SK1-901D	4" round	20.11"	231	0.51
M	Type SK1-901D	6" round	27.79"	611	1.36
N	Type SK1-901D	6" round	20.65"	514	1.15
O	Type SK1-901D	8" round	27.79"	1065	2.37
P	Type SK1-901D	6" round	27.22"	601	1.34
Q	Type SK1-901D	4" round	27.79"	276	0.62
R	Type SK1-901D	4" round	21.30"	239	0.53
S	Type SK1-901D	4" round	19.73"	228	0.51
T	Type SK1-901D	6" round	27.79"	610	1.36

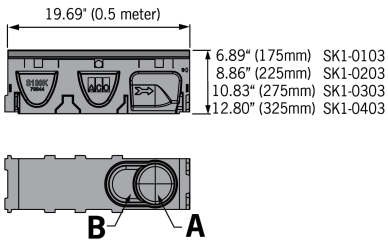
Note: These are the pipe flow rates at the specified outlet, NOT channel flow rates.
Catch basin flow rates are without trash bucket - using trash bucket reduces flow.

April 2018

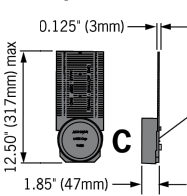
www.ACODrain.us



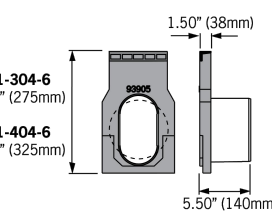
Half meter channel



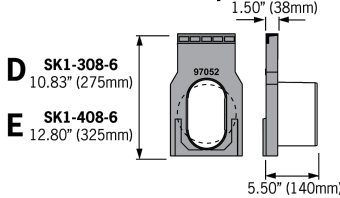
End Caps



6" Oval inlet cap



6" Oval outlet cap



ACO Specification Information

NTS STEEL CROSSING AND POWERDRAIN DETAIL
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number:
2609523001

Date:
10/11/2023

Drn. By:
DH

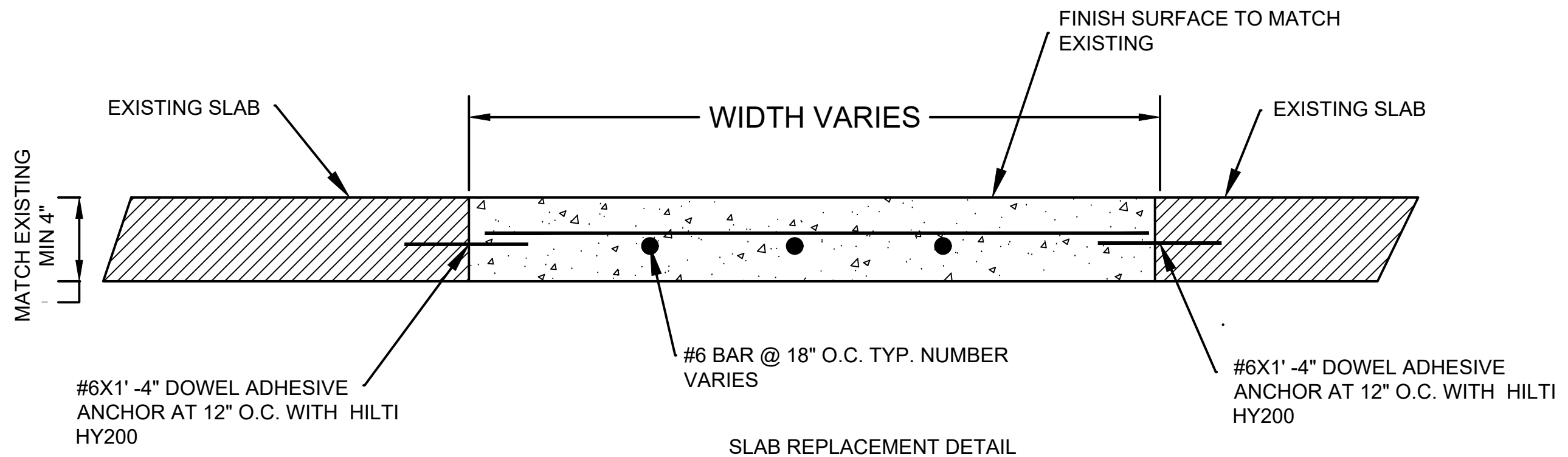
Ckd. By:
ZB

Scale:
AS SHOWN

Figure:

9

S:\ENV\RO\PROJECTS_2023\PROVIDENCE RI\PTA OWS MELROSE STREET\CADD\3609523001-SITE.DWG, FIG-



REPLACEMENT CONCRETE PATCH
RHODE ISLAND PUBLIC TRANSIT AUTHORITY
269 MELROSE STREET
PROVIDENCE, RHODE ISLAND

Project Number:
2609523001

Date:
10/24/2023

Dwn. By:
DH

Ckd. By:
ZB

Scale:
NTS

Sheet

10

Trench Drain Layouts



GENERAL NOTES

1. IT IS CUSTOMERS RESPONSIBILITY TO ENSURE THAT EACH PRODUCT IS FIT FOR ITS INTENDED PURPOSE AND THAT THE ACTUAL CONDITIONS ARE SUITABLE.
2. IT IS THE CUSTOMERS RESPONSIBILITY TO FOLLOW ACO, INC. INSTALLATION INSTRUCTIONS FOR EACH PRODUCT. SEEK ENGINEERING ADVICE FOR INSTALLATIONS NOT ILLUSTRATED IN THE INSTALLATION GUIDELINES.
3. FOR FURTHER PRODUCT INFORMATION, CUT SHEETS, SPECIFICATIONS AND INSTALLATION INSTRUCTIONS, PLEASE VISIT US AT OUR WEBSITE: WWW.ACOSWM.COM/DRAIN
4. ACO IS NOT RESPONSIBLE TO ENSURE PROPER FLOW TO SYSTEMS OUTLETS OR CATCH BASINS, REFER TO GRADING PLANS. ALL TRENCH DRAIN LAYOUTS ARE DESIGNED AT 0.0% LONGITUDINAL PAVEMENT SLOPE UNLESS OTHERWISE NOTED.
5. THIS TRENCH DRAIN LAYOUT **DRAWING** IS ONLY INTENDED TO BE USED AS A GUIDELINE. REFERENCE CONSTRUCTION DOCUMENTS FOR FURTHER INFORMATION.

TRENCH NOTES

1. ALL FABRICATIONS TO BE COMPLETED BY INSTALLING CONTRACTOR.
2. DIMENSIONS ARE FROM CENTERLINE.
3. **INSTALLING CONTRACTOR TO VERIFY ENTIRE SCOPE OF TRENCH DRAIN HAS BEEN PROVIDED FOR THIS PROJECT BY ACO, INC.**
4. **LAYOUT IS BASED ON FIGURE 2 PROVIDED TO ACO, INC. TECHNICAL SERVICES DEPARTMENT.**

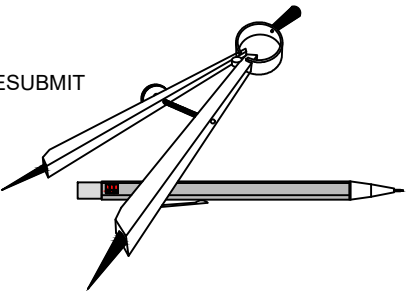
ALL DRAWINGS ARE AS ACCURATE AS THE INFORMATION SUPPLIED. ALL REASONABLE CARE HAS BEEN TAKEN IN COMPILING THE INFORMATION WITHIN. PLEASE REVIEW THIS INFORMATION FOR ACCURACY.

- ☐ APPROVED
- ☐ REVISE AND RESUBMIT
- ☐ APPROVED AS NOTED
- ☐ REJECTED

SIGNED: _____

DATE: _____

COMMENTS:



MATERIAL LIST

S100K

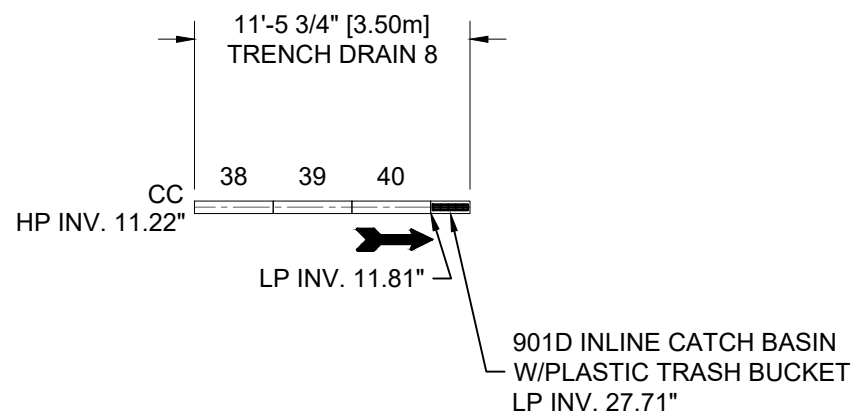
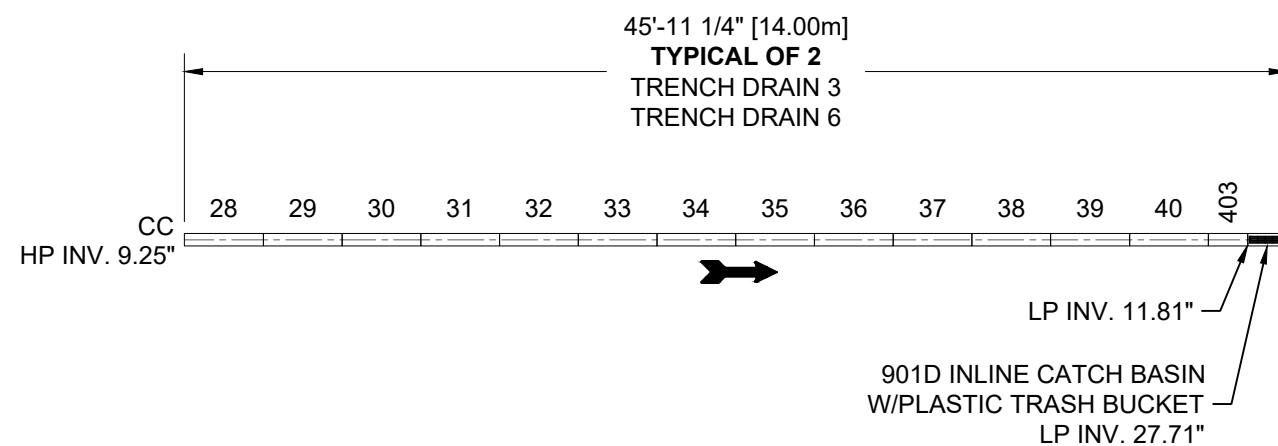
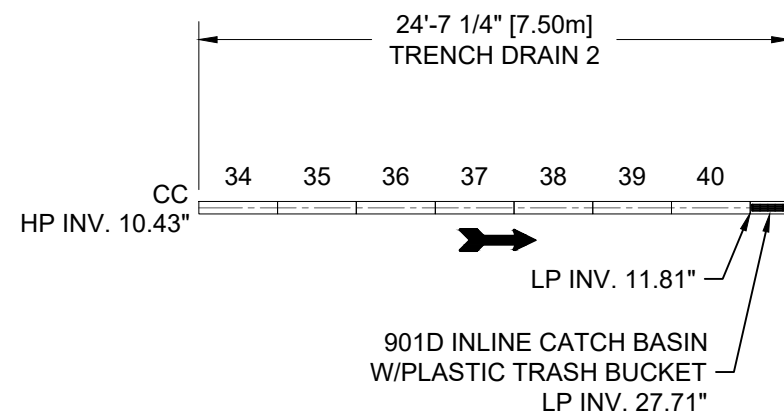
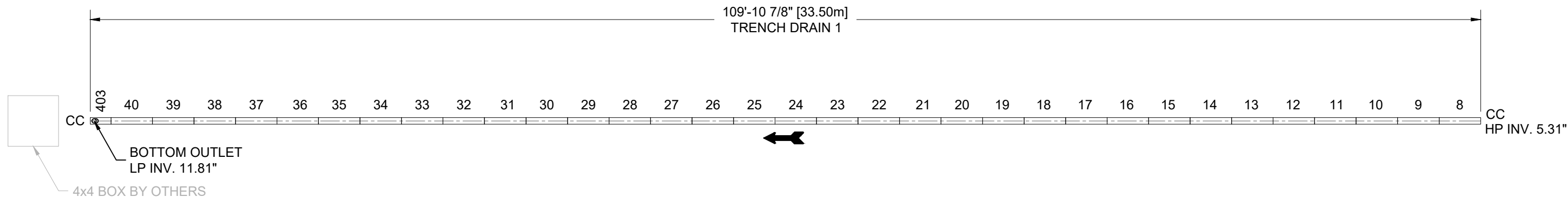
PART #	DESCRIPTION	QTY
67008	8 SLOPING CHANNEL	4
67009	9 SLOPING CHANNEL	4
67010	10 SLOPING CHANNEL	4
67011	11 SLOPING CHANNEL	4
67012	12 SLOPING CHANNEL	4
67013	13 SLOPING CHANNEL	4
67014	14 SLOPING CHANNEL	5
67015	15 SLOPING CHANNEL	5
67016	16 SLOPING CHANNEL	5
67017	17 SLOPING CHANNEL	5
67018	18 SLOPING CHANNEL	5
67019	19 SLOPING CHANNEL	5
67020	20 SLOPING CHANNEL	5
67021	21 SLOPING CHANNEL	5
67022	22 SLOPING CHANNEL	5
67023	23 SLOPING CHANNEL	5
67024	24 SLOPING CHANNEL	5
67025	25 SLOPING CHANNEL	6
67026	26 SLOPING CHANNEL	6
67027	27 SLOPING CHANNEL	6
67028	28 SLOPING CHANNEL	8
67029	29 SLOPING CHANNEL	8
67030	30 SLOPING CHANNEL	8
67031	31 SLOPING CHANNEL	8
67032	32 SLOPING CHANNEL	8
67033	33 SLOPING CHANNEL	8
67034	34 SLOPING CHANNEL	9
67035	35 SLOPING CHANNEL	9
67036	36 SLOPING CHANNEL	9
67037	37 SLOPING CHANNEL	9
67038	38 SLOPING CHANNEL	10
67039	39 SLOPING CHANNEL	10
67040	40 SLOPING CHANNEL	13
67050	0403 1/2m NEUTRAL CHANNEL	3
TOTAL 1m CHANNELS		214
TOTAL 1/2m CHANNELS		3
67051	SK1-901D IN-LINE CATCH BASIN	8
96824	UNIVERSAL CLOSING/INLET/OUTLET CAP	12
96082	SK1 DUCTILE IRON SLOTTED GRATE	439

SHEET INDEX

SHEET NO.	DESCRIPTION
1	NOTES & MATERIAL LIST
2	TRENCH DRAIN LAYOUT I
3	TRENCH DRAIN LAYOUT II

LEGEND		RIPTA PROVIDENCE, RI		NOTES & MATERIAL LIST				<div><div><div></div><div>ACO</div></div><div>ACO, INC.</div></div>			
<div><div></div><div></div><div></div></div>	CHANNEL	IC = INLET CAP CC = CLOSING CAP OC = OUTLET CAP INV = INVERT HP = HIGH POINT LP = LOW POINT BO = BOTTOM OUTLET	DRAWN BY ZD	EMAIL Zachary.DeLaat@aco.com	SYSTEM(S) S100K		GRATE(S) SK DUCTILE IRON SLOTTED				
	CENTER LINE				REVISIONS						
<div></div>	INSTALLATION DIRECTION OF CHANNEL		DATE 10/30/2023	CHECKED BY AA	NO.	DESCRIPTION	DATE	BY			
			SHEET NO. SHEET 1 OF 3	DESIGN SERV. NO. REV. 1231256C	1						
					2						
					3						

WEST SALES OFFICE 825 W BEECHCRAFT ST. CASA GRANDE, AZ 85122 Tel. (888) 490-9552 Fax (520) 421-9899	EAST SALES OFFICE 9470 PINECONE DRIVE MENTOR, OH 44060 Tel. (800) 543-4764 Fax (440) 639-7235 www.acoswm.com	SOUTHEAST SALES OFFICE 4211 MUNN RD. SUITE #225 FORT MILL, SC 29715 Tel. (440)-639-7230 Fax (803)-802-1063
--	--	---



LEGEND

— CHANNEL
- - - CENTER LINE
➡ INSTALLATION DIRECTION OF CHANNEL

IC = INLET CAP
CC = CLOSING CAP
OC = OUTLET CAP
INV = INVERT
HP = HIGH POINT
LP = LOW POINT
BO = BOTTOM OUTLET

RIPTA PROVIDENCE, RI

DRAWN BY
ZD

EMAIL
Zachary.DeLaat@aco.com

DATE
10/30/2023

CHECKED BY
AA

SHEET NO.
SHEET 2 OF 3

DESIGN SERV. NO.
1231256C

REV.

TRENCH DRAIN LAYOUT I

SYSTEM(S) **S100K** GRATE(S) **SK DUCTILE IRON SLOTTED**

REVISIONS

NO.	DESCRIPTION	DATE	BY
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2			
3			



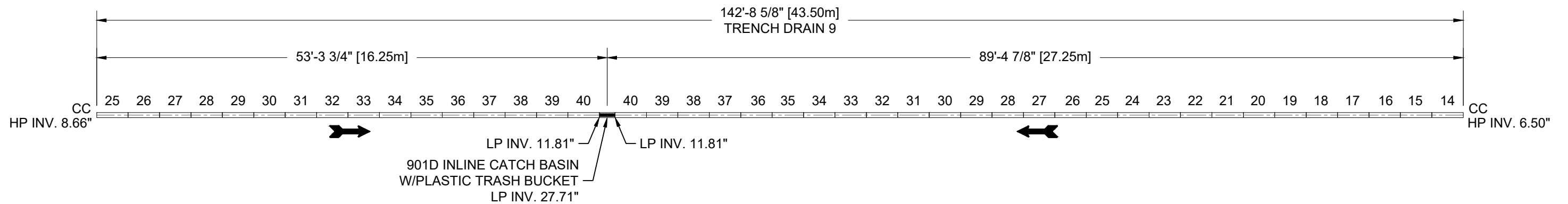
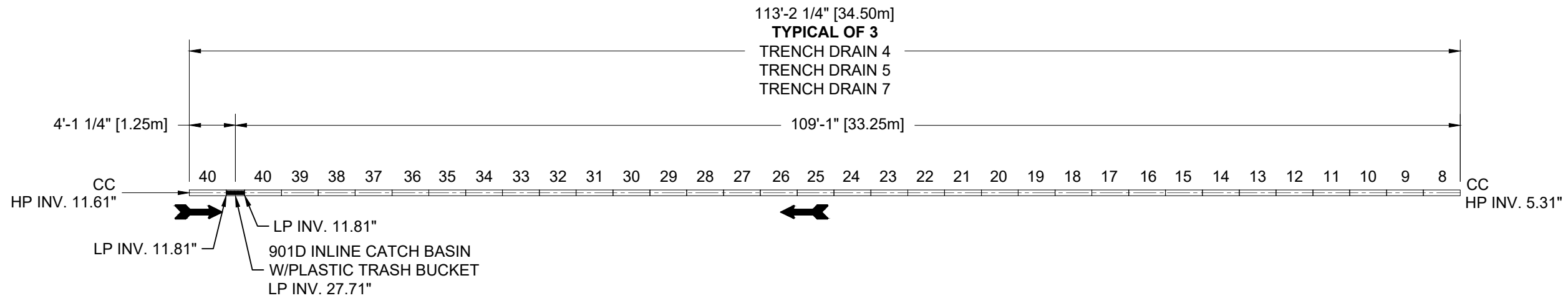
ACO, INC.

WEST SALES OFFICE
825 W BEECHCRAFT ST.
CASA GRANDE, AZ 85122
Tel. (888) 490-9552
Fax (520) 421-9899

EAST SALES OFFICE
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MENTOR, OH 44060
Tel. (800) 543-4764
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4211 MUNN RD, SUITE #225
FORT MILL, SC 29715
Tel. (440)-639-7230
Fax (803)-802-1063

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LEGEND

CHANNEL
 CENTER LINE
 INSTALLATION DIRECTION OF CHANNEL
 IC = INLET CAP
 CC = CLOSING CAP
 OC = OUTLET CAP
 INV = INVERT
 HP = HIGH POINT
 LP = LOW POINT
 BO = BOTTOM OUTLET

RIPTA PROVIDENCE, RI

DRAWN BY
ZD
 DATE
10/30/2023
 SHEET NO.
SHEET 3 OF 3

EMAIL
 Zachary.DeLaat@aco.com
 CHECKED BY
AA
 DESIGN SERV. NO.
1231256C

TRENCH DRAIN LAYOUT II

SYSTEM(S) S100K GRATE(S) SK DUCTILE IRON SLOTTED

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			
2			
3			



ACO, INC.

WEST SALES OFFICE
 825 W BEECHCRAFT ST.
 CASA GRANDE, AZ 85122
 Tel. (888) 490-9552
 Fax (520) 421-9899

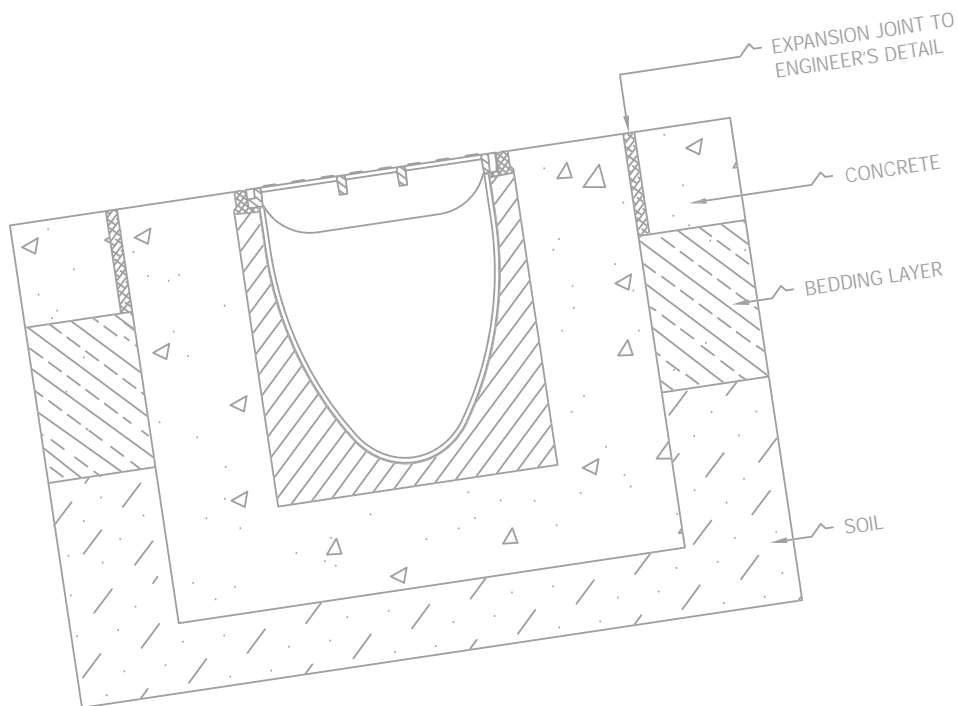
EAST SALES OFFICE
 9470 PINECONE DRIVE
 MENTOR, OH 44060
 Tel. (800) 543-4764
 Fax (440) 639-7235

SOUTHEAST SALES OFFICE
 4211 MUNN RD, SUITE #225
 FORT MILL, SC 29715
 Tel. (440)-639-7230
 Fax (803)-802-1063

www.acoswm.com

Installation Guidelines





Grated Polycrete® Channels

Site Installation Manual





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Getting Started

Polycrete® Channels* are a full range of modular channels with lockable grates. Systems include in-line pits, end caps, and other accessories.

Polycrete® Channels, when installed correctly, are designed to withstand a variety of loads classified to EN 1433, a standard specific for trench drain systems and AS 3996, a general standard for access covers and grates.

Polymer concrete products should be handled with care as they can be damaged by impact from other products or machinery.

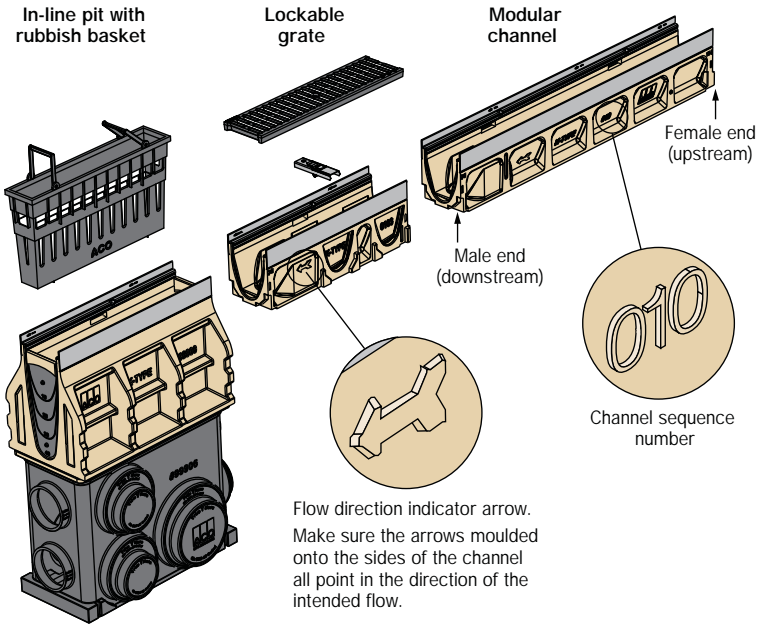
Typical equipment and materials necessary for installation may include:

- Grate removal tool (Part No. 01318)
- Excavating equipment
- String-line and laser level
- Measuring tools
- Masonry drill, grinder, saw and/or hole saw
- Rubber mallet
- Hammer
- Concrete – 25MPa minimum compressive strength
- Gloves, eye protection and respirator

ACO products are delivered wrapped in plastic. ACO recommends that the plastic is removed as soon as possible to prevent accelerated discolouration (oxidation) of the ductile iron components.

*Polycrete® Channels is ACO's trademark for products made from polymer concrete.

Commercial Trench Drains



Health and Safety

Polymer Concrete Products

Polymer concrete products are manufactured using synthetic resin, mineral aggregates and curing agents. The main hazards include:

- Abrasive damage to hands
- Inhalation of dust from grinding, cutting or drilling
- Grinding, cutting or drilling may project small fragments

Gloves, eye protection and a respirator should be worn to avoid these hazards.

Metal Grates

Grates made from metals are either cast or fabricated. The main hazards include:

- Abrasive damage/cuts to hands
- Inhalation of dust from grinding or cutting
- Grinding or cutting may generate sparks, therefore flammable items must be removed from the area

Gloves, eye protection and a respirator should be worn to avoid these hazards.

Operations must be conducted away from areas of fire or explosion hazard.

Installation Sections

Installed **Polycrete®** Channels should incorporate the following:

- 1. Correct grate type.
- 2. Correct channel type and size.
- 3. Minimum grade 25MPa compressive strength cement concrete encasement.

AS 3996 Load Class	Encasement Dimension
Class A–B	100mm
Class C–D	150mm
Class E–G	200mm

It is recommended that the concrete encasement conforms to the minimum dimensions shown in the table above and illustrations to the right.

These illustrations are a guide for average ground conditions only.

If more than one pour is cast for the concrete encasement, they must be adequately bonded to each other for structural continuity.

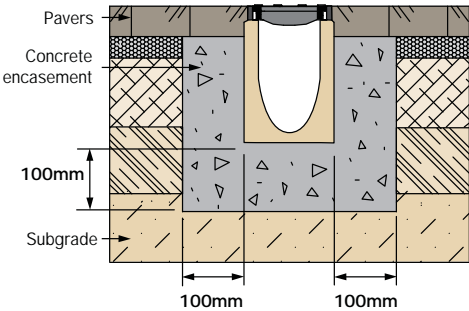
Refer to website for access to the complete set of installation drawings.

Specific site conditions may require an increase in these dimensions and/or reinforcement. If in doubt, seek professional engineering advice.

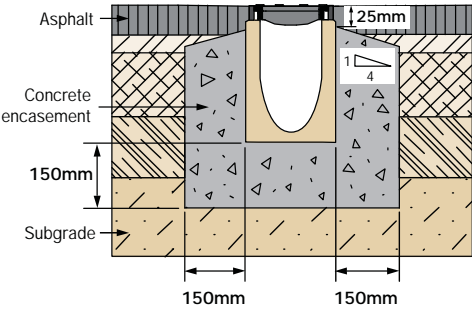
It is the customer's responsibility to ensure the concrete encasement is designed for the application.

Specifiers of **Polycrete®** Channels should download ACO's Specification Design Brief from the website.

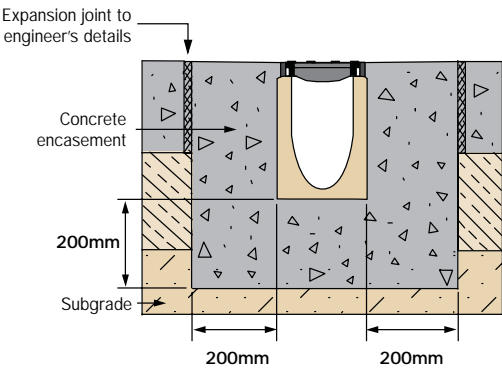
Pavers – AS 3996 Class A – B



Asphalt – AS 3996 Class C – D



Concrete – AS 3996 Class E – G

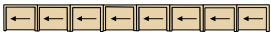


1 Trench Excavation

Mark on the ground the location of the **Polycrete® Channels**. Excavate trench to accommodate the drainage system. Trench must be sized to include the following:

A. Channel/in-line pit width and depth dimensions.

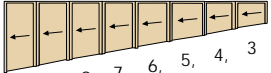
Neutral system



010, 010, 010, 010, 010, 010, 010, 010

B. For sloped systems, excavate base of trench to roughly follow fall of trench run.

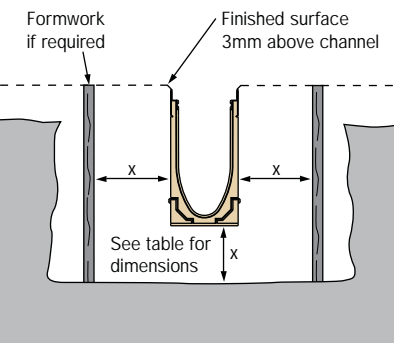
Sloped system



10, 9, 8, 7, 6, 5, 4, 3

NOTE: ACO's sloped channels have a 0.5% built-in fall along the channel invert (5mm fall per metre).

C. Concrete encasement dimensions.



Dimension for:	X
AS 3996 Class A–B	100 mm
AS 3996 Class C–D	150 mm
AS 3996 Class E–G	200 mm

NOTE: Check Specification Information (Spec Info) Sheets for overall product widths and depths. Standard installation drawings can be downloaded from the website.

Ensure loose material is removed from the trench and the base is compacted.

Set up a string-line at the finished surface level along the full length of the trench run to align with either the left or the right channel edge rail. This will ensure the drain is installed to the correct grade and longitudinal alignment.

A laser level can be used to check the set height of each channel as they are laid to the string-line. Use a spirit level to check across both edge rails as each channel is laid.

In concrete pavements, ensure an allowance is made for expansion joints for movement due to thermal expansion and contraction, see Section 7.

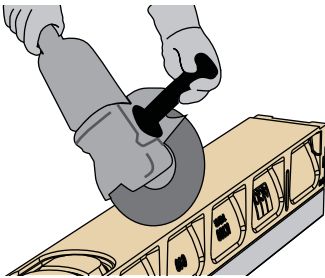
2 On-Site Fabrications

Appropriate personal protective equipment (PPE) for example gloves, eye protection and respirator, should be worn when cutting channels and grates.

Cutting channels are required to form non-standard lengths, curves, bends, corners and T-junctions. These fabrications are completed on site by the installer.

A 2-part rigid resin glue can be used to bond cut surfaces together. In applications where corrosive liquids are collected in the channel, joints should be sealed with a suitable chemically resistant sealant.

Non-Standard Lengths

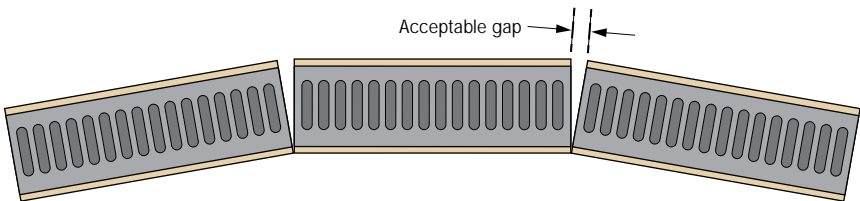


Channels should be cut with a masonry saw with a diamond or masonry blade.

Grates should be cut with a suitable abrasive blade.

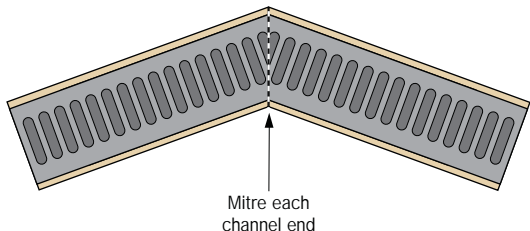
Curves

Channels can be installed to slight curves by leaving an acceptable gap at the channel joints (acceptable gap to be approved by client).

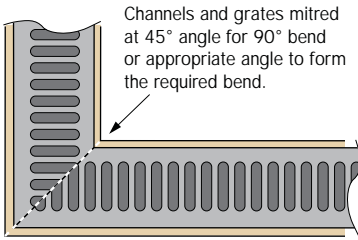


Bends

For tight curves or bends, mitre cut the end off each channel and grate to the required angle. This provides a neat finish at the joint.



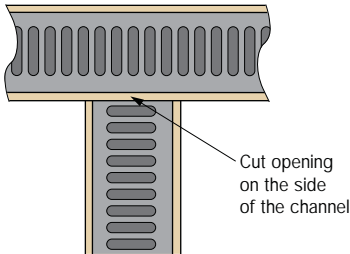
Corners



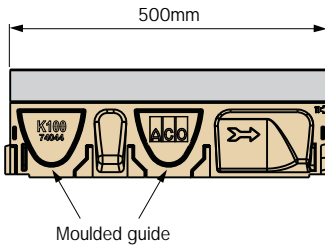
Corners are formed using a mitred joint by cutting channels and grates to the required angle and joining together.

For load class D to G applications, mitred grates are not recommended. A butt joint is recommended as used in T-junctions.

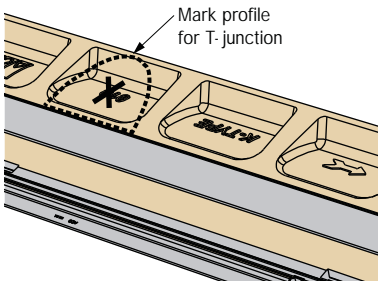
T-Junctions



T-junctions or right angle joints are formed when an opening is cut into the side of one channel and another channel is butted up square to this opening.



For T-junctions, all half metre channels provide a moulded guide to aid connection.



To form a T-junction at a location along a channel that does not have a moulded guide, place another channel perpendicular at the proposed joint location.

Mark on the channel wall the area to be cut by using the internal profile of the channel as a guide.

CAUTION: Do not cut the edge rail, as it should be left intact to provide additional strength and seating for the grate.



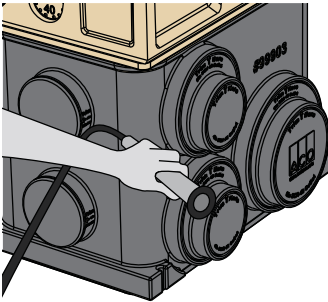
3 Pipe Connections

There are a number of ways to prepare products for pipe connection. Bracing may be necessary.

In applications where corrosive liquids are collected in a channel, joints should be sealed with a suitable chemically resistant sealant.

In-line Pit – Cut-out

1. To cut opening for required pipe size and location, use a handsaw, reciprocating saw or circular saw with an appropriate cutting blade, as pits and/or pit bases can be manufactured from either polymer concrete or plastic.



2. Insert pipe into hole and seal using appropriate sealant or adhesive.

For in-line pit bases, a flexible coupling may be required for a watertight connection.

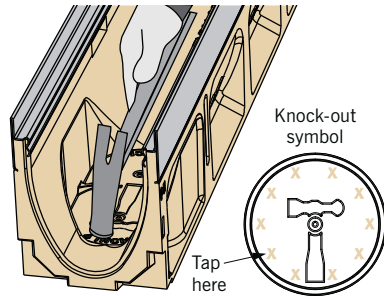
Channel – Knock-out

For channels with knock-out symbol

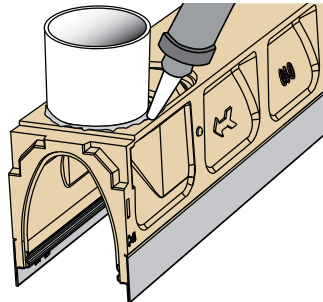
1. Place channel on loose sandy ground to absorb impact and prevent cracking.

CAUTION: Do not place channel on concrete, rock or any other hard surfaces.

Use a hammer on the inside of the channel to gently tap in a circular motion around the knock-out symbol as shown below.



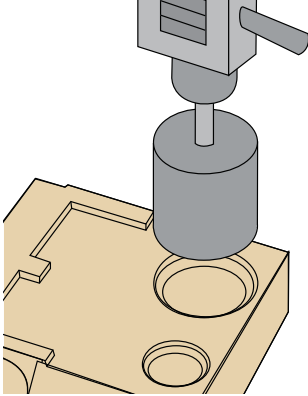
2. Use a grinder to dress or enlarge the hole for the pipe insertion.
3. A pipe may be fitted into the hole using an appropriate sealant or adhesive.



CAUTION: Use a hammer on the knock-out symbol ONLY, as damage may occur requiring replacement. Alternative acceptable methods are core drilling or stitch drilling.

Core Drill / Hole Saw

1. Use a core drill or hole saw with an appropriate cutting edge to cut pipe connection points.



2. A grinder may be used to dress or enlarge hole for pipe insertion.
3. A pipe may be fitted into hole using appropriate sealant or adhesive.

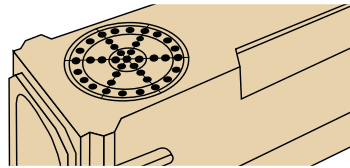
Masonry Hole Saws

Masonry hole saws are available from ACO. See part numbers below.

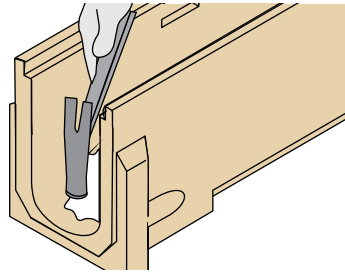
To suit pipe sizes:	Hex Arbour Part No.	SDS Arbour Part No.
95 mm	142011	142016
117 mm	142012	142017
127 mm	142013	142018
152 mm	142014	142019
180 mm	142015	142020

Stitch Drilling

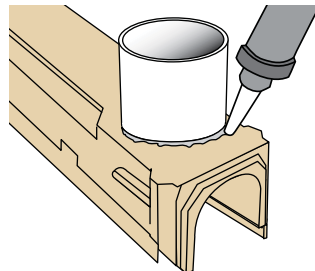
1. Use a 6mm masonry drill bit to drill multiple holes around the pipe location with a maximum 6mm spacing between holes. Mark at least three cross-cuts with a masonry disc saw or drill additional holes across the area to be removed.



2. Carefully tap out inside of perforated area on the inside of the channel. A grinder may be used to dress or enlarge hole for pipe insertion.



3. A pipe may be fitted into the hole using an appropriate sealant or adhesive.

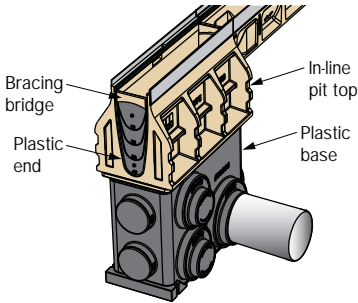




4 Connection to Drainage System

Channels may be connected to a drainage system using an in-line pit, or directly through a vertical outlet or horizontal outlet.

In-line Pit

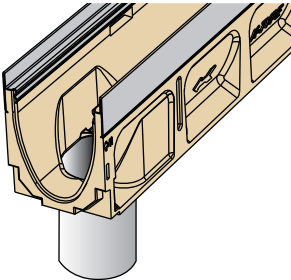


In-line pits have the same width as the channel but deeper. Allows use of rubbish basket to collect debris.

Multiple outlet options in plastic base for connection to piping.

To connect channel, cut plastic ends off the in-line pit top to the required depth. Remove polymer concrete bracing bridge from the in-line pit top and connect the channel to the in-line pit.

Vertical Outlet

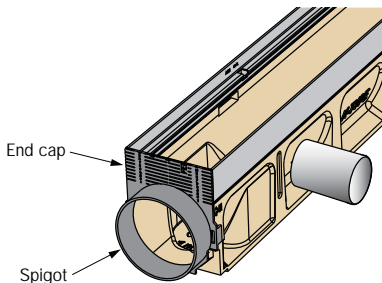


Pipe connected vertically to the bottom of the channel.

Penetrations can be made with a hammer for channels with the knock-out symbol located on the invert (refer to page 8).

Alternatively, channels can be core drilled or stitch drilled anywhere along the channel through the base (refer to page 9).

End Cap and Horizontal Pipe Connections



Inlet and outlet pipes can be connected horizontally at the end of the channel through the end cap or the side wall of the channel.

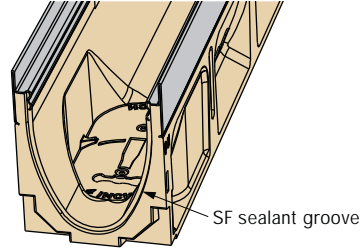
Spigot on end cap aids fitment to pipe. Cut end cap to required size to fit channel depth.

CAUTION: Pipe connections in the channel wall must be made under the channel edge rail. Do not cut the edge rail as it may damage and weaken the channel.

5 Channel Setup

Ensure string-line is set at the top edge of required channel height. Start installing channel from outlet or pit end. Ensure arrows on the channel walls are pointing in the direction of the intended flow (refer to page 3).

If channel joints are to be sealed, apply a bead of appropriate flexible sealant in the SF sealant groove.



Four methods to position channels

A. Patty Method

Channels are laid to a string-line and placed on concrete patties with a low slump. Two concrete patties required for each channel.



B. Continuous Wet Base Method

Channels are laid to a string-line on a continuous wet concrete base with a medium to low slump.



C. Installation Device Method

Channels are set up on installation devices that clamps the channels together, braces the channels to prevent movement and stops them floating during the single concrete pour.



D. Hanging Method

For retrofit constructions, channels are hung and anchored to the existing slab. For new constructions, channels can be hung on formwork.

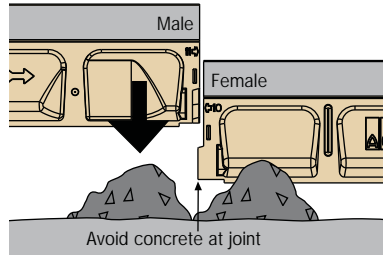


A. Patty Method

Channels are set up on concrete patties. Patties must have stiff, low slump concrete to support the weight of the channel to ensure the channel does not settle below the required height.

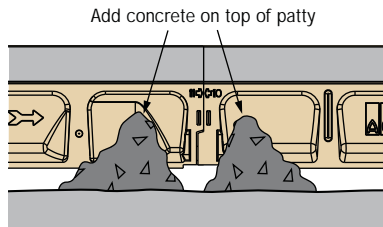
1. Set up a string-line to represent the top edge of either the left or right channel edge rail at the proposed finished height. Install in-line pit (or outlet channel) on bed of concrete to required height (see page 4, for concrete dimensions). Connect and seal outlet pipe.

2. Using low slump concrete, create two patties at intervals to support the channel. Patties are to be located away from the channel joints so that no concrete material is trapped between the channel which could create gaps.

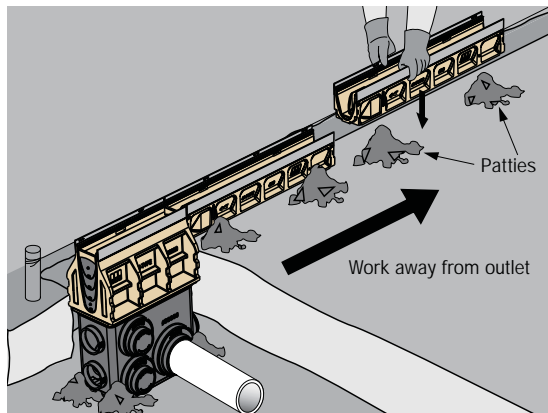


3. Lower channel vertically onto patties and position to correct height and alignment of string-line ensuring a tight connection to previous channel. Check the level across the channel with a spirit level before the next channel is set in place.

4. Add concrete on top of patties to partially cover and fill pockets on side of channel – this minimises the risk of movement or floating during the concrete pour.



5. Continue to lay channels by repeating steps 2, 3 and 4 until end of run or the next in-line pit is reached.



B. Continuous Wet Base Method

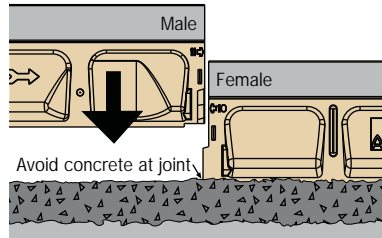
For new and retrofit construction with a wet concrete base which is able to support the weight of the channel to ensure the channel does not settle below the required height.

1. Set up a string-line to represent the top edge of either the left or right channel edge rail at the proposed finished height. Install in-line pit (or outlet channel) on bed of concrete to required height (see page 4, for concrete dimensions). Connect and seal outlet pipe.
2. Using low to medium slump concrete, only mix or pour enough concrete to a length that you can confidently lay channels on before the concrete hardens and becomes unworkable.

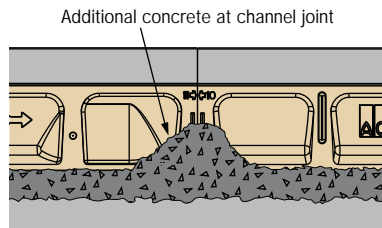
NOTE: Concrete base should be sized to provide required concrete encasement.

3. Lower channel vertically onto wet concrete base and position to correct height and alignment ensuring tight connection to previous channel. Ensure no concrete material is trapped in the joint.

Check level across both edge rails of each channel with a spirit level before the next channel is set in place.

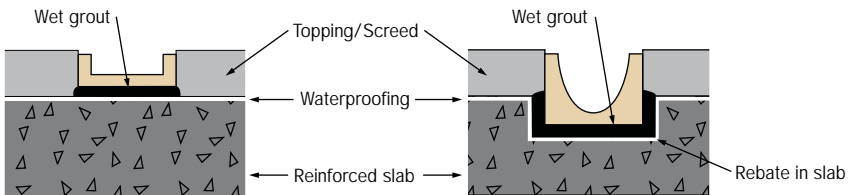


4. Add concrete at the channel joints to partially cover and fill pockets on side of channel – this minimises the risk of movement or floating during concrete pour.
5. Continue by repeating steps 2, 3 and 4 for the full length of the drainage run.



Suspended Slabs

Channels to be set up on a continuous wet base of high strength, non-shrink grout.



For shallow SlabDrain and MiniKlassik channels, set up the channels on top of the reinforced slab.

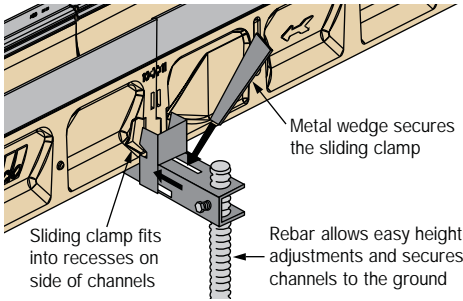
For deeper KlassikDrain, PowerDrain and TraffikDrain channels, form a rebate in the reinforced slab.



C. Installation Device Method

For new construction, installation devices allow channels to be set up for a single concrete pour with a clamping system that fits around the channel joint and braces the channel from movement.

Two reinforcement bars (rebars, supplied by others) is used to adjust the channel to the correct height. Ideal for straight runs or runs with slight curves. Not recommended for installations in confined spaces or soft subgrade/soil.



NOTE: Designed for KlassikDrain, PowerDrain and TraffikDrain channels only.

One device per channel joint is required.

100, 200 and 300mm wide versions are available.

For channel sizes:	Part No.
100 mm wide	97477
200 mm wide	97478
300 mm wide	97479

Tools required:

- Two (2) string-lines and pegs
- Hammer
- Spirit level
- 12mm ring spanner or cordless drill with 12mm socket
- 1.1m length of timber to assist with levelling
- Installation device (refer to table above)
One (1) per channel and an additional one (1) for end channel
- 16mm diameter rebars – two (2) per channel and an additional two (2) for end channel
To calculate rebar length – allow at least 200mm to be embedded into the ground
+ depth of concrete encasement + half the height of the deepest channel.

NOTE: Read all the following steps before starting the installation.

Installation Steps

1. Create a template using timber sheet or another suitable rigid material. Diagrams of the templates can be downloaded from the website.
2. Set up a string-line to represent the top edge of either the left or right channel edge rail and lay the required channels beside it. Place two (2) rebars and one (1) installation device at each channel joint.
3. Working from the outlet, set up the first channel without using the template. Ensure the rebars are pushed into the ground and installation device supports the channel at required level.
4. Remove the channel and leave the first installation device in place. Remove the second device leaving the rebars in place.
5. Position the template over the second row of rebars.
6. Set up the second string-line along the template edge above ground level to keep the template straight for subsequent rebars.
7. Hammer in the next/third row of rebars through the template holes.
8. Remove the template and reposition again on the last two rebars that were just installed.
9. Re-attach the second installation device to the second row of rebars.
10. Set up the first channel and ensure the channel is level with the string-line.
11. Do not lock the adjustable sliding clamp with the metal wedge yet. Allow two sets of rebars to be installed before placing channels. This allows the template to be removed and placed into the next position for setting the rebars.
12. Continue to install devices and repeat the process of setting the channels.
13. After the next/fourth channel is set, the first channel can be secured into position using the metal wedges to lock the sliding clamp on the installation device.
14. Continue to follow steps 7 to 13 until the channel run is complete and ensure all the metal wedges are in place. The installation device clamps the channels together to brace the channels in place to prevent movement and floating during the single concrete pour.

NOTE: Comprehensive Installation Device Instructions with photographs and templates are available to download from the website.



D. Hanging Method

Retrofit installations – use existing slab to anchor supports.

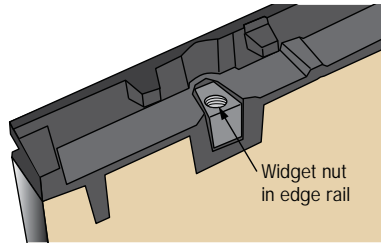
New construction – formwork can be used to hang the channels.

NOTE: Hanging method should only be used with PowerDrain, SlabDrain HSK Series and TraffikDrain channels.

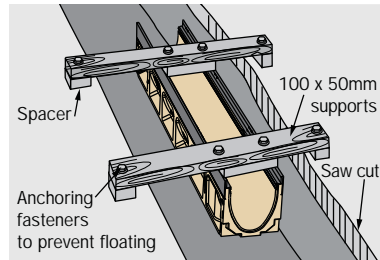
PowerLok – Bolting Method

S100K, S200K, S300K, H100SK, H200SK, H300SK, TD200, TD300 channels will require M10 x 120mm bolts to screw into widgets in edge rail of channel. This allows the bolt to pass through the spacers, support and into widget nut. Timber spacers/supports and bolts are to be supplied by others.

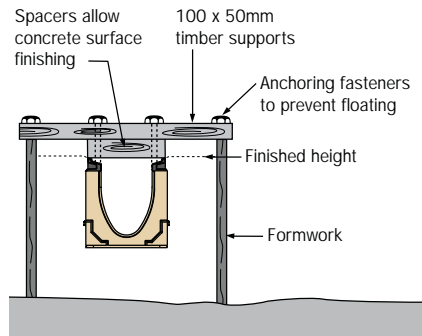
1. Cut support to required length to span excavated trench or formwork; minimum two (2) per 100mm width channel.
200mm and 300mm width channels will require two (2) to three (3) supports per channel.
Cut spacers to lift supports above finished level.
2. Drill two 16mm diameter holes in the supports and spacers – width to align with widgets in channel rail.
3. Using M10 x 120mm bolts with washers, bolt support and spacer to channel – do not over tighten. If using torque wrench, do not set higher than 20Nm.
4. Lower channels into excavated trench, adjust to required position and height. Packing material may be required beneath supports to achieve required height and to ensure channels are level.
5. Nail or bolt supports securely to slab formwork. This ensures channels are held securely during concrete pour.



Retrofit installation



New construction



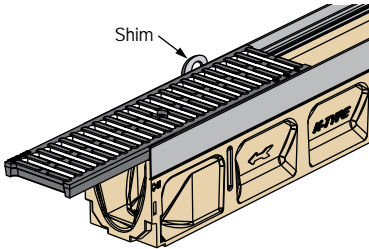
NOTE: Threaded rods cut to length with M10 nuts can be used as an alternative to M10 x 120mm bolts.

6 Concrete Encasement

Channel Bracing

To prevent channel walls from moving inwards from the pressure of the wet concrete encasement, grates **MUST** be in place and remain in the rebate of the channel during the concrete pour and until the concrete has hardened.

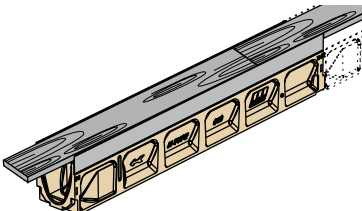
Grates should be suitably protected from concrete contamination during the pour, for example, wrapped in plastic or masked with adhesive tape. Grates are positioned over the channel joints to aid alignment.



Shims such as washers are to be placed along one side of the grate to maintain the clearance gap that exists before the pour.

NOTE: Do not insert shims into gaps with great force as this may damage the channel.

Alternatively, plywood sections (supplied by others) cut to create a snug fit can be used to brace the channel.



Concrete Pour

To prevent concrete from filling channel body, cover top of grate with timber boards or similar.

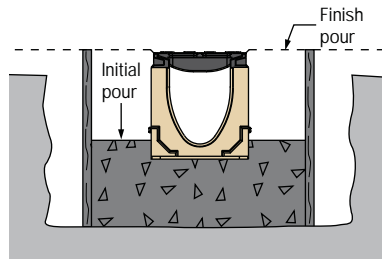
Concrete should have compressive strength of minimum 25MPa.

Concrete **MUST** be poured evenly (both sides of channel) and carefully to avoid dislodging channels. A wand type concrete vibrator should be used to ensure concrete distributes evenly underneath and around channels to fill all voids/pockets.

If 'cold joints' are a concern, engineering advice should be sought to determine details.

For the patty method and the wet concrete base method, ensure the patties and wet concrete base has sufficiently hardened before the remaining concrete encasement is poured. The hardened concrete prevents the channels from floating.

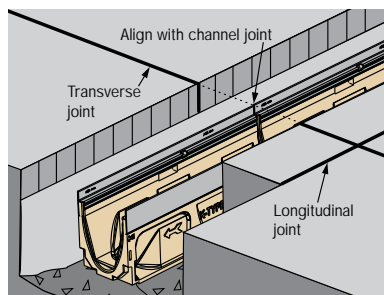
When using the installation device method or the hanging method, ensure channels are secured into position. The initial concrete pour should come approximately 50mm up the sides of the channels and be vibrated before finishing the pour to the required height.



7 Pavement Finishing

To prevent channel damage, channel and grates **MUST NOT** be trafficked until the adjacent pavement or concrete encasement is at the finished level and has hardened sufficiently.

Concrete



Transverse expansion joints (perpendicular to the channel) may be required to allow movement and prevent surface cracking in the slab.

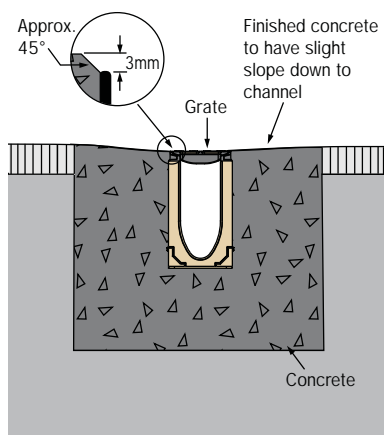
These expansion joints should be positioned preferably at the channel joints to prevent the channels from cracking.

If this position is not possible, a cut must be made at the appropriate location through the channel to accommodate the transverse expansion joint.

Longitudinal expansion joints (parallel to the channel) must be positioned between the concrete encasement and the adjacent slab and may be located up to a metre from the channel. The joint must be continuous and flexible. If the joint is dowelled, de-bonding should be provided.

CAUTION: Longitudinal expansion joints MUST NOT be placed directly against channel walls.

NOTE: ACO recommends seeking engineering advice and downloading ACO's Specification Design Brief from the website.



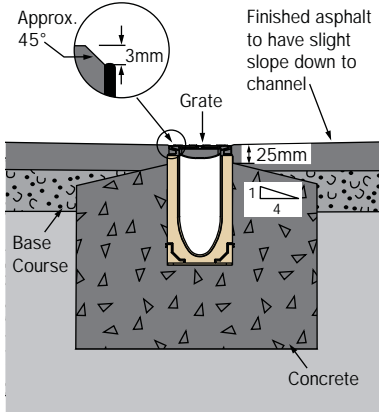
To finish installation, trowel concrete flat and taper down to channel edge. The top of adjacent pavement must be above the grate level (approx. 3mm), this ensures all liquids drain into the channel and protects the edge rail from damage by direct vehicular traffic.

Once concrete has hardened for 24 hours, remove bracing and/or grate protection.

For grate fitting instructions, see Section 8.

Commercial Trench Drains

Asphalt

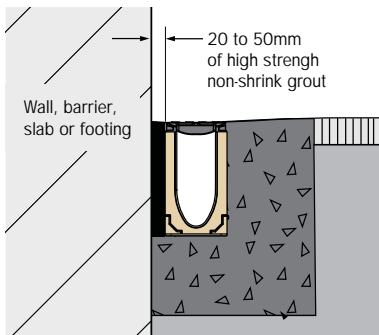


Asphalt can be finished directly up to the channel edge.

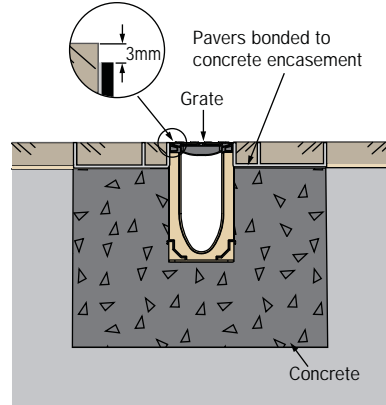
CAUTION: To prevent damage to channels and grates, care must be taken when rolling asphalt adjacent to the channel edge. Small asphalt laying machinery is recommended.

For Class D and G applications, a full concrete encasement to the top of the channel edge rail is recommended.

Adjacent to Wall



Brick Pavers

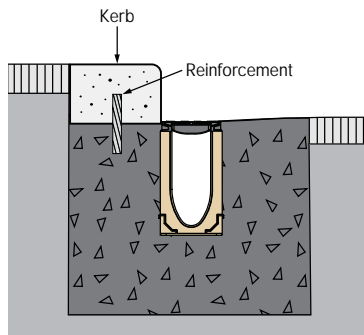


Brick pavers can be installed up to the channel edge.

The pavers adjacent to the channel **MUST** be fully bonded to the concrete encasement. This prevents movement of the bricks and possible damage to the channel.

For Class D and G applications, a full concrete encasement to the top of the channel edge rail is recommended.

Beside Kerb



8 Fit and Remove Grates

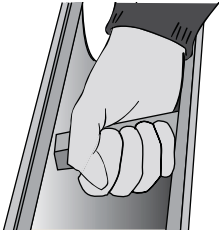
QuickLok Grates

For KlassikDrain and SlabDrain HK Series channels

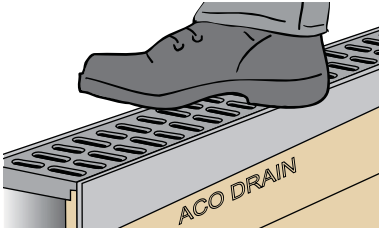
1. **Fit QuickLok bar in channel** wall recesses by rotating clockwise.

For K100, H100K channel, use hammer to tap into place, so that serrated ends grip recess.

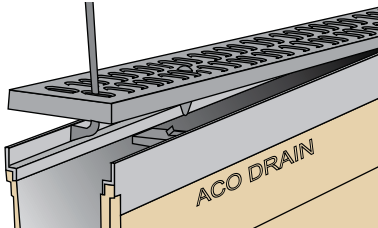
For K200, K300, H200K, H300K channel, use plastic safety clip to hold bar in place.



2. **To install grate**, align QuickLok spigot directly over locking bar. Push down or stand on grate until spigot clicks into position.



3. **To remove first grate**, insert grate removal tool (Part No. 01318) through slot at the end of grate and pull up sharply. Subsequent grates can be removed by hand (use gloves) – grip end of grate and lift.



4. **To remove QuickLok bar**

For K100, H100K channel, insert screwdriver into hole at end of bar and lever back serrated section to loosen.

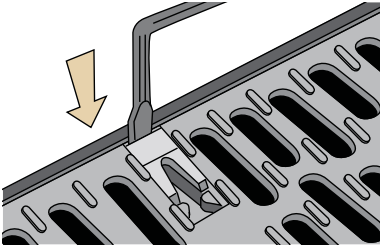
For K200, K300, H200K, H300K channel, retract plastic clip to remove bar.



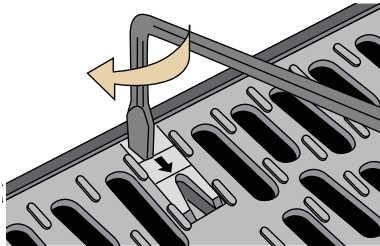
PowerLok Grates

For PowerDrain, SlabDrain HSK Series and TraffikDrain channels

1. **To open PowerLok device**, insert flat end of grate removal tool (Part No. 01318) or large flat head screwdriver into the slot between PowerLok device and edge rail as shown.

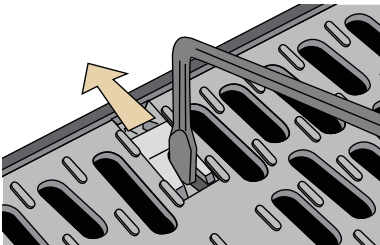


2. **To unlock PowerLok device**, rotate tool 90° and push PowerLok device away from rail to click open. Repeat on second PowerLok device. Note, two (2) PowerLok devices per grate.



3. **To remove grates**, insert grate removal tool through grate slot and lift first grate out. Unlock other grates and remove by hand (use gloves).

4. **To lock PowerLok device**, fit the side of the grate opposite PowerLok device under lugs in rail and lower into position. Use hook on grate removal tool or large flat head screwdriver, to push clip back to closed position.



9 Final Inspection

1. Remove any debris in channel and grate rebate. Ensure outlet pipes are clear.
2. Install debris strainer in channel or rubbish baskets into in-line pits, if required.
3. Flush channel system to check for pipework blockages, unblock if necessary.
4. Empty rubbish baskets and clean out pipe connections, if necessary.
Re-install rubbish baskets.
5. Install grates ensuring they are securely locked down (refer to Section 8).

Drainage system is now ready for use.

ACO Guarantee and Warranty

For ACO product guarantee and warranty, contact your local ACO sales office for a copy of the Standard Terms and Conditions of Sale.

Installation guarantee and warranty must be obtained from the installer.

ACO Product Design Life

If properly maintained, ACO products installed in the correct application and according to ACO's installation instructions, will hold their integrity for as long as the adjacent pavement will.

For example, if the pavement is designed for 30 years and is not damaged during this time, the ACO product will last for 30 years.

Unforeseen and adverse conditions out of ACO's control may affect the life of the product.



10 Maintenance

Regular inspections of the trench drain system are recommended. Frequency will depend on local conditions and environment, but should be carried out at least annually.

Inspections should cover:

- Grates and locking devices
- In-line pits and rubbish baskets
- Concrete encasement and adjacent paving

All items should be inspected for damage, blockage or movement. Compare with site drawings if necessary.

1. Remove grates and clear slot openings of dirt and debris (refer to Section 8).
2. Remove debris from channel either by shovelling, water jetting or vacuum pump.
3. Flush channels with water or high pressure washer.
4. Repair damaged channel surfaces, if necessary, with ACO repair kit (Part No. 2163).
5. Renew joint seals as required.
6. Empty rubbish baskets and clean out pipe connections.
7. Re-install rubbish baskets.
8. Re-install grates, ensuring they are securely locked down (refer to Section 8).

Systems with grates that have wide slots may be cleaned with pressured water applied through the grate. Debris will be washed to the in-line pit, ready for removal. Empty and replace the rubbish baskets.

CAUTION: High pressure washer may strip away the black sealer from the iron grates. To avoid this, adjust the water pressure accordingly.



The Oxidation of Iron Grates Over Time

Most ductile iron grates have a black sealer applied to protect the grate for a short period after manufacture. It is not intended to be either a long term or architectural finish.

Oxidation on the surface of ductile iron products is a natural process that does not affect the structural integrity of the product and produces a rustic look.

If a black finish is required, it would be recommended to paint the grates with a black rust inhibitor from time to time.



Grated Polycrete® Channels

KlassikDrain

A general purpose trench drain complete with a wide range of grates, available in 100mm, 200mm and 300mm widths.

PowerDrain

A heavy duty trench drain complete with a choice of grates, available in 100mm, 200mm and 300mm widths.

TrafficDrain

A trench drain system specifically designed for road applications, available in 200mm and 300mm widths.

SlabDrain

A shallow trench drain system where vertical depth is limited. Available with a choice of edge rail materials and in 100mm, 200mm and 300mm widths.

Brickslot

A discreet continuous slot drainage solution for brick or stone pavers.

MiniKlassik

A discreet trench drain for high profile, aesthetic areas.

■ ■ ■ ACO Polycrete Pty Ltd

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KEY DESIGN REQUIREMENTS – Engineer's Briefing Document

An installed ACO Drain System should incorporate the following:

- Correct channel type and size.
- Correct grate type. (All grates must be fully locked down in trafficable applications.)
- Correctly designed concrete encasement of minimum compressive strength 25 MPa.

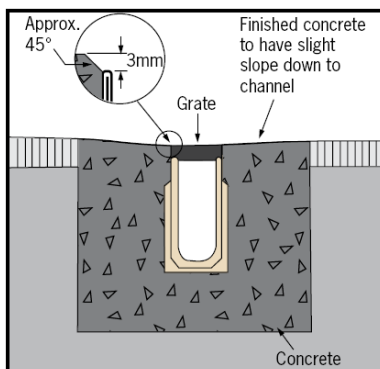
It is the customer's responsibility to ensure the concrete encasement is suited for the application and is designed/approved by the project's engineer.

Systems are typically installed in concrete slabs, flexible pavements and block pavements. ACO Drain Systems must be encased in a concrete surround that is both durable and conform to at least the minimum dimensional requirements, shown in ACO's recommended installation drawings.

Refer to www.acoaus.com.au/install_drawings_drain.htm

These illustrations are a guide for average ground conditions only. Specific site conditions may require an increase in these dimensions and/or the addition of reinforcement.

If more than one pour is cast to form the concrete surround, each pour must be adequately bonded to the other. This is for structural continuity.



The top of the encasement adjacent to the pavement must be above the grate level (approximately 3mm), this ensures all liquids drain into the channel and that the channel edge is protected against direct traffic loads, see adjacent illustration (left). The same applies for pavements laid up to the channel edge.

The encasement must be designed to support the channel system under load and isolate it from stresses derived from live loads and from the thermal movement of any adjacent slabs. Care must be taken during the curing regime to ensure no gaps appear between the drain channels and the encasement. Shrinkage reinforcement may be required.

Concrete Slabs

What is Thermal Movement?

Concrete moves with changes in temperatures, expanding when heated and contracting when cooled. While the amount of movement is not significant, stresses induced by thermal expansion can be.

If the concrete slab was free to move without restraints, stresses at the edge of the slab would be low. However, if ACO Drain Systems are positioned to restrain slab movement, the stresses would be high and therefore the channel system would be susceptible to damage.

Bulletin No.: TB201001
Date: 22 February 2010
Issued By: DC

The type of aggregate used in the concrete is the major factor influencing thermal expansion. The following table is from "SAA HB 64-2002 Guide to Concrete Construction – Table 19.5 Coefficients of expansion", published by Cement & Concrete Association of Australia.

Aggregate type	Coefficient of expansion of resulting concrete	
	(microstrain / °C)	(mm/m / °C)
Quartz	11.9	0.0119
Sandstone	11.7	0.0117
Gravel	10.8	0.0108
Granite	9.5	0.0095
Basalt	8.6	0.0086
Limestone	6.8	0.0068

The following calculation shows the effects of thermal expansion on a concrete slab with the change in temperature on a typical day.

Assuming:

- (a) Concrete with granite aggregate - coefficient of expansion of 9.5 microstrain / °C
- (b) Length of slab - 15m
- (c) Temperature change - 40°C (eg. 5°C to 45°C range in the sun)
- (d) Modulus of elasticity of concrete – 25,000MPa
- (e) Concrete slab thickness – 200mm

$$\text{Thermal Expansion} = (0.0095 \times 15 \times 40) = 5.7\text{mm}$$

If the concrete slab is restrained from movement in all directions, then cumulative stresses induced on the restraints can be calculated using the assumptions above:

$$\begin{aligned}\text{Strain} &= ((9.5 \times 10^{-6}) \times 40) = 0.00038 \\ \text{Stress} &= (25,000 \times 0.00038) = 9.5 \text{ N/mm}^2\end{aligned}$$

Equating to a force per metre of:

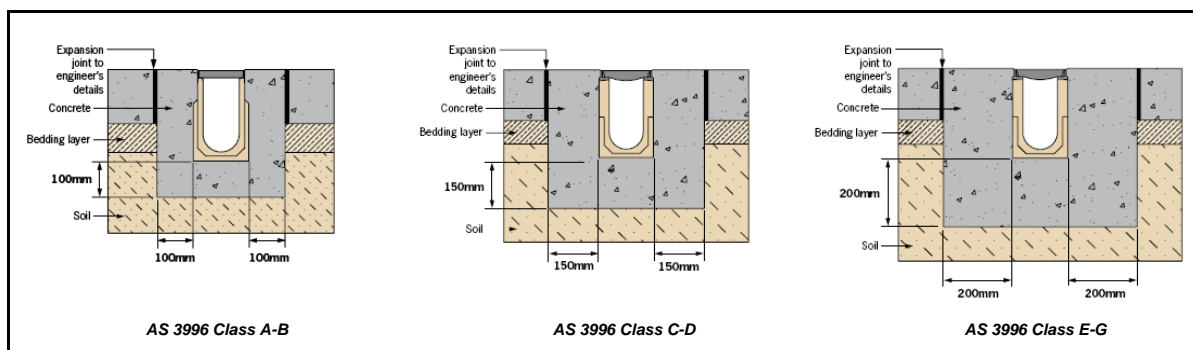
$$\text{Force} = (9.5 \times 200 \times 1000) = 1,900,000\text{N} = 1,900\text{kN (approximately 194 tonnes)}$$

No surface drainage system would be able to withstand these forces and so the encasement supporting it must either be structurally designed to direct the stresses away from the drain or be physically isolated with the inclusion of longitudinal expansion joints.

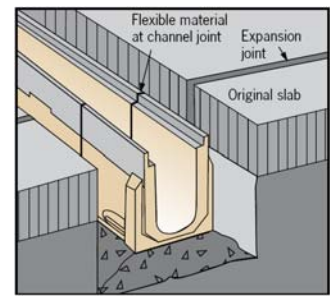
Expansion joints

Expansion joints are a cost effective way to cater for the thermal expansion of slabs. The joints are either longitudinal (running parallel to the channel haunch) or transverse (cutting across channel haunch and base) to the trench drain.

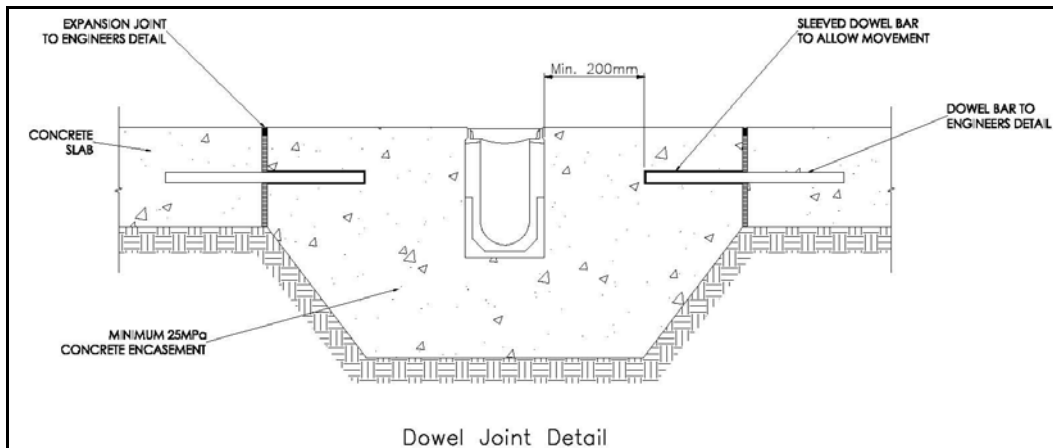
Longitudinal expansion joints should be continuous and flexible. The joints must be provided at a depth equal to the adjacent slab between the concrete encasement and adjacent slab, see illustrations below. The minimum distance between the channel edge and expansion joint may be varied to suit the concrete surround width up to a metre from the channel.



Transverse contraction/expansion joints (cutting across the trench run) to prevent surface cracking in the concrete slab may be required. Ideally, such joints should be positioned at channel joints. Alternatively, a cut may be made at the appropriate location along the channel and sealed with flexible sealant, see adjacent illustration (right).



Dowels may be specified by the engineer if differential settlement is a concern. If the joint is dowelled, effective debonding should be provided. Dowels must be horizontal.



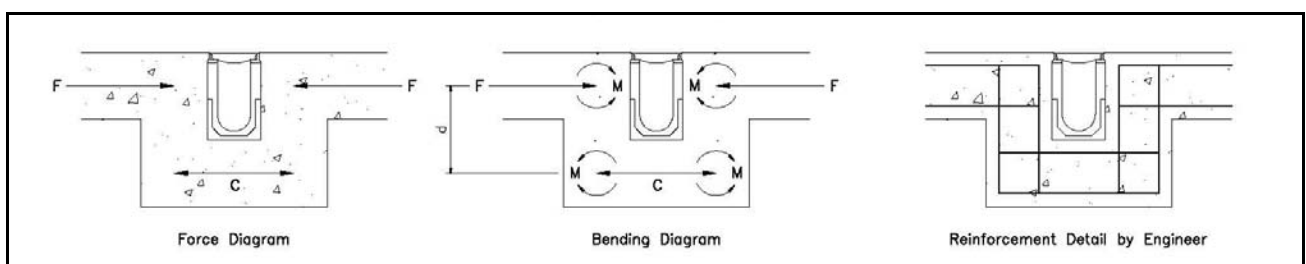
Reinforcement

The concrete encasement may require reinforcement for a number of reasons. Three common reasons are discussed below.

1. The engineer may choose to reinforce the encasement to increase its flexural strength. This is not uncommon for long trench runs particularly if ground movement is anticipated.
2. Reinforcement may also be incorporated for the control of cracking along the encasement.
3. In concrete slabs if longitudinal expansion joints are not a practical solution, then the reinforcement design must be carefully considered. This is because very high forces can arise from thermal movement in the concrete slab and the ACO Drain System is not designed to restrain these forces. The encasement supporting the system must either be structurally designed to direct the stresses away from the drain or physically isolated with the inclusion of longitudinal expansion joints.

Considering this scenario, the force (F) from thermal movement must be transferred via the haunch to the concrete base below the ACO Drain. Even if the concrete base below the ACO Drain can take the compressive forces (C) the force in the expanding slab is not in the same plane. Thus a couple, or moments (M) will occur. In order to transfer the force (F) into the concrete base below, steel reinforcement must be designed to withstand the bending stress (M) produced by the couple ($F \times d$) and transfer it away and below the trench.

Note, the deeper the trench the higher the bending stresses, resulting in a heavier reinforcement solution.



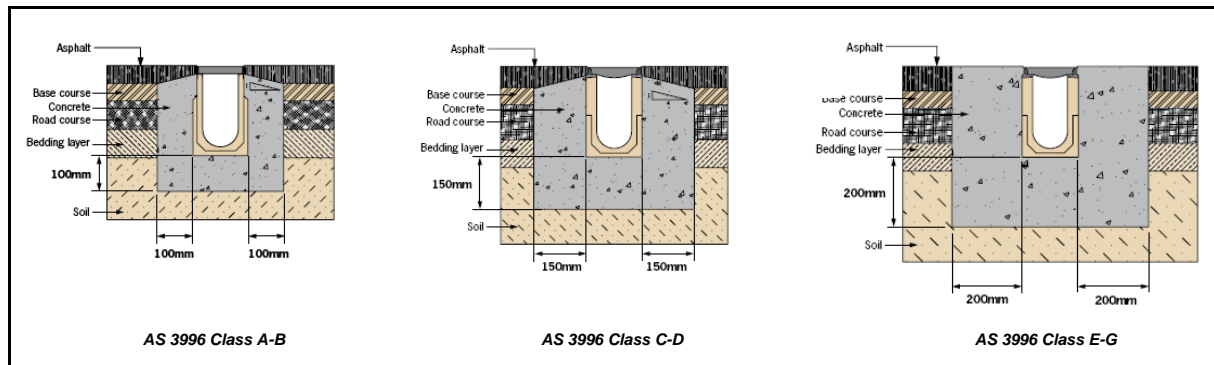
If steel reinforcement is required, ACO recommends seeking structural engineering advice.

Flexible Pavements

For applications up to Load Class D, asphalt can be applied directly up to channel edge, see illustrations below for concrete haunch details.

The channel edge should be protected before the application of asphalt as it is exposed at this stage of the installation and could be damaged.

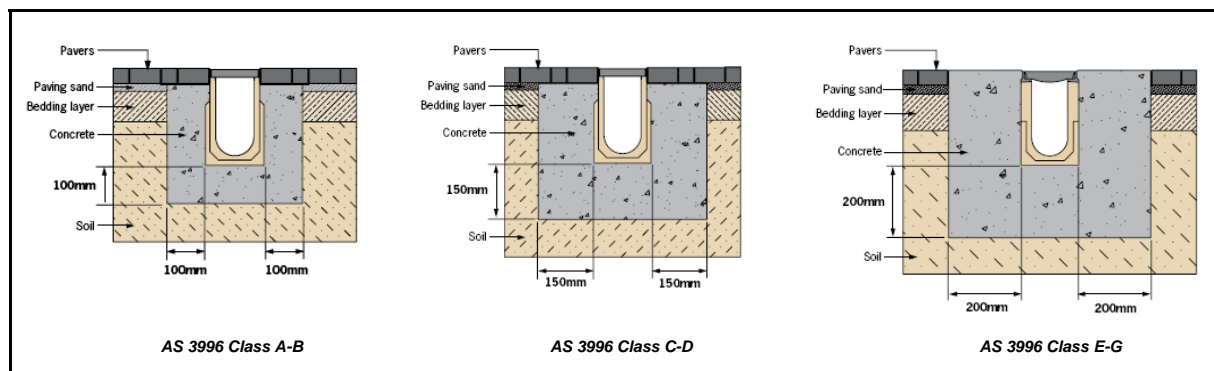
CAUTION: When rolling asphalt, care should be taken not to damage channel edge or grate. Small asphalt paving machinery should be used in the area directly adjacent to the channel edge rail.



Block Pavements - Pavers

For applications up to Load Class D, pavers can be installed up to channel edge, see illustrations below for concrete haunch details.

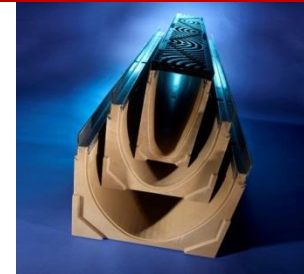
The paver course adjacent to the channel **MUST** be fully bonded to the concrete haunch. The bonding prevents movement of pavers and possible damage to channel. Subsequent pavers, not in proximity to the trench drain, can be bedded on compacted sand.



The official installation guide can be downloaded at
http://www.acoaus.com.au/pdf/site_installation_manual.pdf



Installation Device Instruction Guide





Tools required

- 2 x String lines & pegs.
- Hammer.
- Spirit level.
- 16mm diameter reinforcing bars.
Lengths to be determined by installer.
Bar lengths will vary depending on soil type and height of channel above the trench depth. Number of reinforcing bars required – 2 per channel + 2 additional for the end channel.
- 12mm ring spanner.
- 1.1m length of timber to assist with levelling.
- Installations device. – 1 per channel + 1 additional for the end channel.
- **Read all steps below before starting installation.**

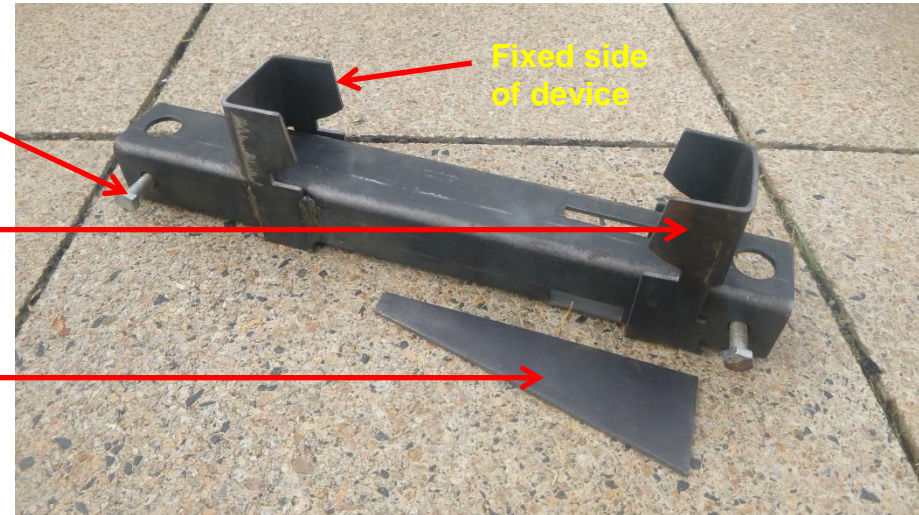


2 people minimum are required for the installation of the channels.



Installation device use

- Loosen both screws to allow the device to be positioned over the reinforcing bars.
- Push the adjustable clamp to the outside to allow the channels to be installed.
- Wedge is fitted during final stage of installation.



Step 1

- Create the required width template using timber sheet or similarly suitable rigid material. Diagrams can be printed from the ACO website.



For ACO's KlassikDrain and PowerDrain System.

<http://www.acodrain.com.au/resources/site-installation.htm>

For ACO's KerbDrain QK200SF and QK200B System.

<http://www.acoaus.com.au/infrastructure/kerbdrain.htm>



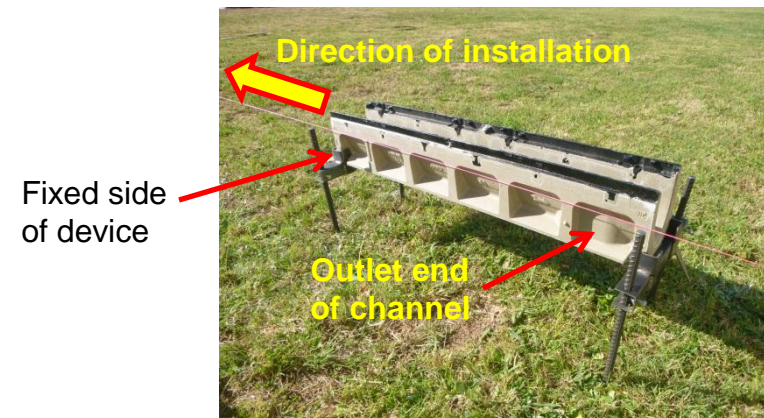
Step 2

- Set out the top string line for the top edge of the channel run and lay the required channels in sequence along the string line. Also lay out 2 reinforcing bars and 1 installation device at the location of each channel joint.



Step 3

- Set the first channel without using the template to allow for flexibility. Note: The first channel to be set out must be at the outlet/deep end of the run. The fixed side of the installation device must be on the same side of the channel as the string line. Ensure the reinforcing bars are adequately pushed into the ground so they do not fall over once the channel is removed and do not sit higher than the top of the channel.

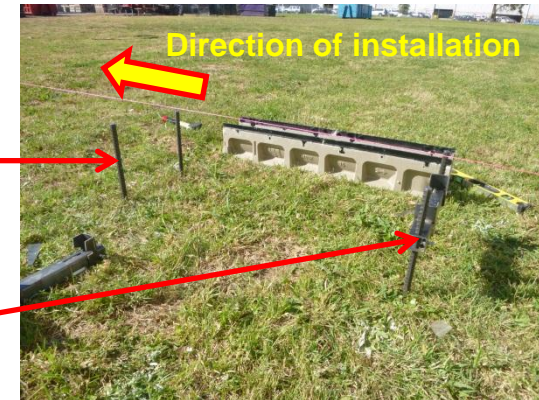


Step 4

- Once the first channel is set, levelled and straightness is achieved, remove the channel and leave the first installation device in place. Remove the second device, but leave the reinforcing bars in place.

Remove the second installation device from the second row of reinforcing bars

First installation device on first row of reinforcing bars



Step 5

- Position the template over the second row of reinforcing bars.

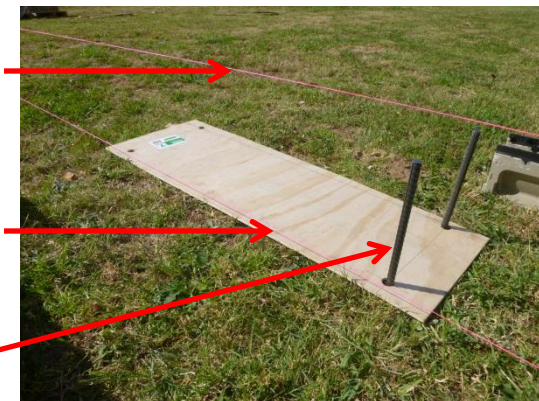
Step 6

- Set up the second string line up against the template edge ensuring that both string lines are parallel. The second string line should be just above the ground level to keep the template straight when moving from one channel to the next. The string line should also be on the same side of the channel as the top string line.

First stringline for top of channel

Second stringline for template edge

Second row of reinforcing bars



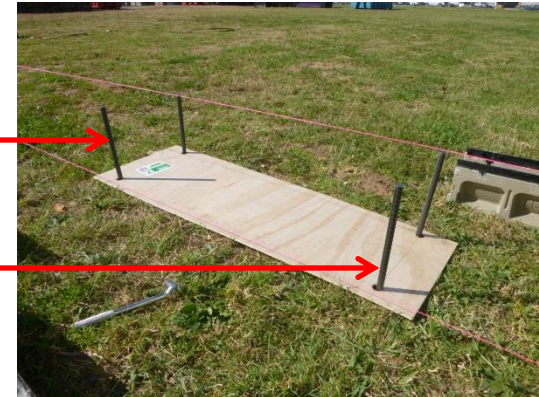


Step 7

- Hammer in the next/third row of reo-bars through the empty template holes. Drive the reinforcing bars into a sufficient depth - not too low to stop the use of the Installation Device.

Third row of
reinforcing bars

Second row of
reinforcing bars

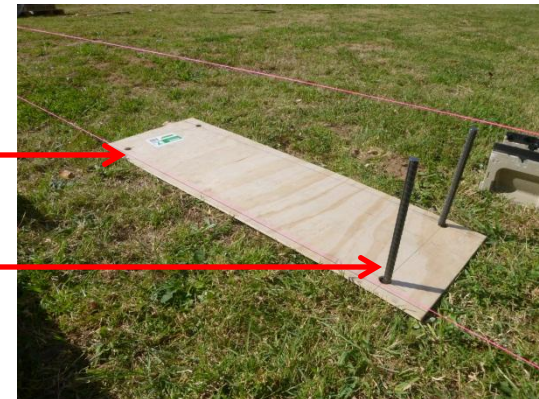


Step 8

- Remove the template and reposition the template again on the last two reinforcing bars that were just installed.

Location for
fourth row of
reinforcing bars

Third row of
reinforcing bars

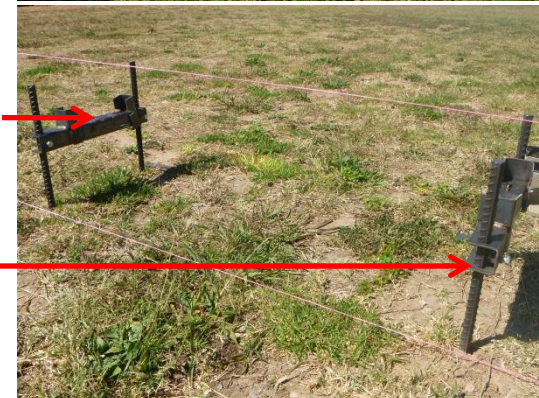


Step 9

- Re-attach the second installation device to the second row of reinforcing bars.

Re attach second
installation device

First installation
device





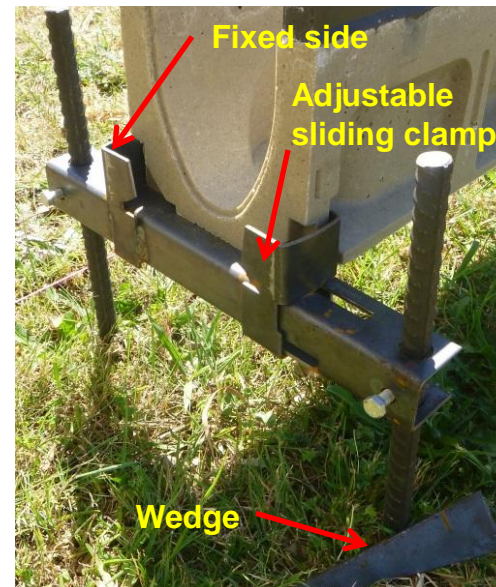
Step 10

- Replace the first channel and ensure the channel is level with the top string line and is level across the width of the channel. If it's too high, tap down the reinforcing bars. If it's too low, undo the screws and lift the installation device up.



Step 11

- Once the first channel has been replaced, DO NOT lock the adjustable side of the clamp with the wedge yet. This allows some movement of the channel when placing the next channel in line. Do not place the channel all the way to the fixed side of the clamp where it will sit in the locked position. This allows for easier installation of channels.
- Note: Always allow two sets of reinforcing bars to be installed before placing channels. This allows the template to be removed and placed into the next position for setting the reinforcing bars.

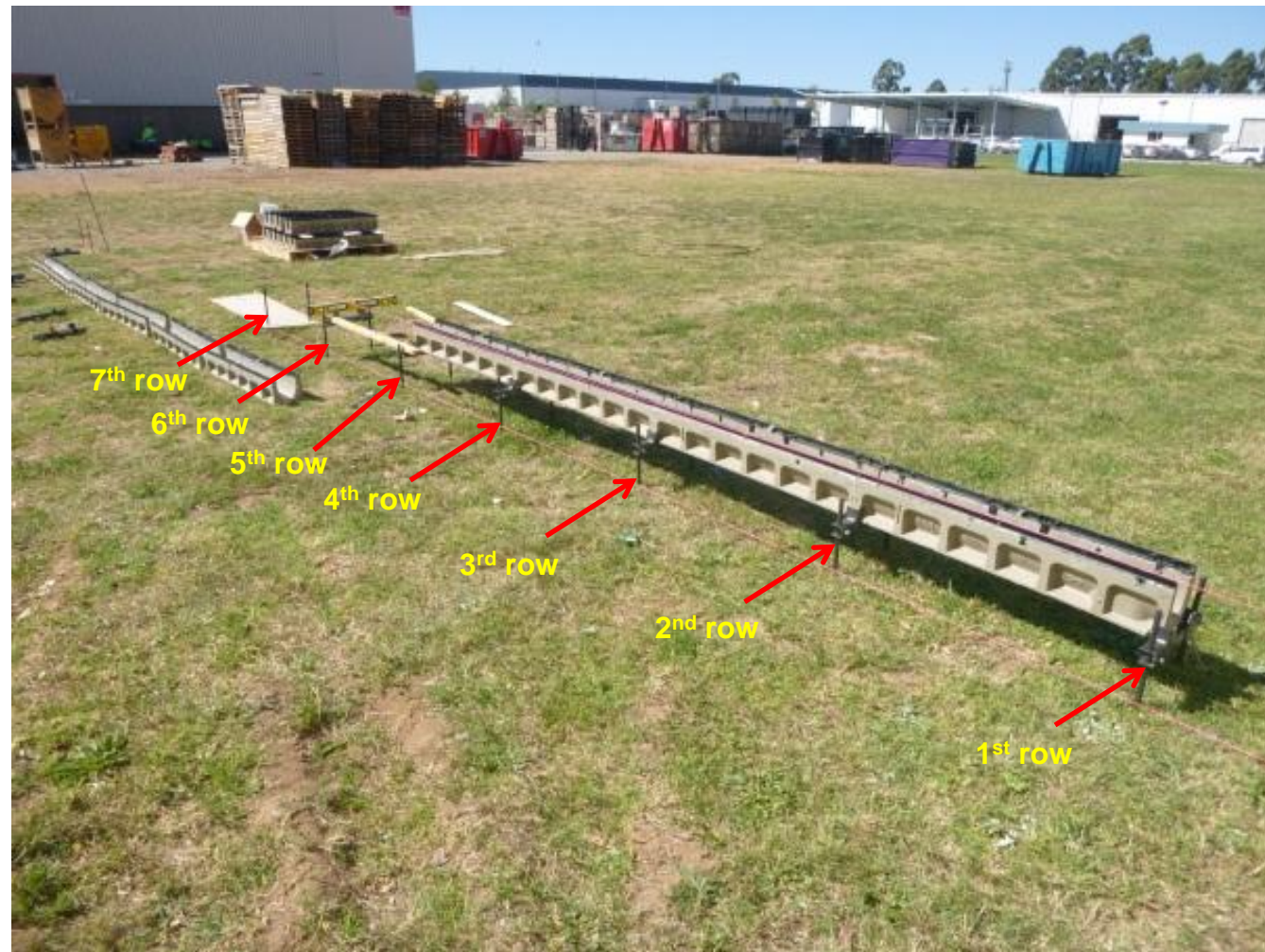


Step 12

- Continue to install devices and repeat process of setting the channels.

Step 13

- After next/fourth channel is set, the first channel can be locked into position using the wedges for the install device. Note, ensure the reinforcing bars are installed at least 2 rows ahead prior to installing channels.





Step 14

- Continue to follow steps 7 to 13 until the trench run is complete and ensure all the wedges are in place. Channels are now set up for a single concrete pour operation. The installation device clamps the channels together to brace the channels in place and prevent movement during the concrete pour.

