

Westerly, Rhode Island
CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
RFQ NO.: 2020-037
JUNE 2, 2020

Contract Documents

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REQUEST FOR QUOTATION

RFQ NAME: CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
RFQ NUMBER: 2020-037

The Town of Westerly (“TOWN”/“OWNER”), Rhode Island, acting through its Purchasing Agent, is hereby soliciting sealed bids for the above referenced Request for Quotation (RFQ) and you are hereby invited to submit a Proposal for the Scope of Work described in this RFQ, in strict accordance with the Bid Documents.

TERMS AND CONDITIONS

Bids shall be based on the Terms and Conditions as referenced in this Request for Quotation.

BID DUE DATE/SUBMITTING INSTRUCTIONS

BIDS ARE DUE and MUST BE SUBMITTED on the attached BID FORM, Attachment B, NO LATER THAN:

11:00 AM EST, June 24, 2020

A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids **must be** sealed and addressed to the undersigned, at the Purchasing Department, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFQ Number and Title. Bidders must include one original, one copy, and a digital copy on disk, flash or zip drive of the Bid as defined in the Instruction to Bidders.

NOTE: If you need to drop off your bid in person, you can use the Tax Collection drop off Box located on the west side of Town Hall, which is a drive-up Box.

BIDDER’S QUESTIONS

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at mbednarski@westerlyri.gov no later than **12:00 PM EST, June 18, 2020**, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Town of Westerly website at www.westerlyri.gov as an addendum to this solicitation

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all materials and equipment, FOB jobsite.
2. Price must include a 5% Bid Bond and cost of Payment and Performance **Bonds**. The successful subcontractor will be required to post a 100% Payment and Performance Bond.
3. Bidders shall note that their bid must be based on **Prevailing Wage**. The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates for the various trades on a weekly basis and submit certified weekly payroll as described in the Instructions to Bidders, Wage Rates Section. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov.
4. Bidder’s prices shall include all **Permits/Fees**.
5. Quotes must be firm for a minimum of 90 days from date of submission.
6. Field Visits – Subcontractor shall confirm field measurements as part of the bidding process. Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and

injury to other persons and property. All field visits must be coordinated with the Town point of contact within 48 hours from all site visits.

7. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Change Orders will be necessary.
8. This project is **Tax exempt** for Rhode Island Sales Tax and Federal Excise Taxes.

RFQ BID DOCUMENTS

Attachment A – Scope of Work/ Project Schedule	A-1
Attachment B – Bid Form	B-1
Attachment C – Instruction to Bidders	C-1
Attachment D – Bid Preparation Checklist	D-1
Appendix A - Bidder Certification	APP A-1
Appendix B - Prevailing Wages	APP B-1
Contract Agreement	CA-1
Job Specific Supplementary Provisions	JP-1
Contract Specific General Provisions	CS-1
Job Specific Technical Specifications	JS-1
Plan Set	(Attachment)

BIDDER CERTIFICATION FORM: Bidders must include, complete, and submit a Bidder Certification Form with each bid proposal.

This solicitation is available at www.westerlyri.gov.

The Town of Westerly reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town.

The Town does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

Regards,
Mark Bednarski,
Purchasing Agent
Town of Westerly
45 Broad Street
Westerly, RI 02891
Tel: (401) 348-2625
Email: mbednarski@westerlyri.gov
www.WesterlyRI.gov

ATTACHMENT "A"

SCOPE OF WORK
(And Project Schedule and Document Requirements)

RFQ NAME: CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
RFQ NUMBER: 2020-037

SCOPE OF WORK

This project is for sidewalk improvements to Church Street (Rt 216) from Bradford Road (Rt 91) to Quarry Road in the Town of Westerly, Rhode Island. The work in the contract shall include, but not be limited to, the removal and disposal of the existing bituminous concrete curbing and sidewalks on the southwesterly side of the street, the installation of new granite curbing and Portland cement concrete sidewalks with accessible curb ramps and detectable warning panels, drainage improvements, pavement markings, signage, and all other incidentals, complete, in place, and accepted, as necessary to complete the work of this contract to the satisfaction of the Engineer.

Refer to the Project Drawings and Specifications.

MILESTONE SCHEDULE DATES

Contractor shall perform the described Work in accordance with the following schedule:

Pre-Bid Information:

Deadline for Questions: **Thursday, June 18, 2020 at 12:00 P.M.**

Bid Opening Information:

Bid Opening Date & Time: **Wednesday, June 24, 2020 at 11:00 A.M.**
Bid Opening Location: **Council Chambers, Town of Westerly**

Completion Date(s):

Substantial Completion: **October 31, 2020**
Liquidated Damages begin **November 1, 2020**

These are approximate milestone dates and may be adjusted by the Town to meet the overall project requirements. Additional charges from the Contractor, for any adjustments, prior to completion of the work, will not be allowed.

PERFORMANCE AND PAYMENT BOND The Contractor shall furnish, within five (5) calendar days after the date of notice of award of contract by the Town, Performance, and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which are licensed in the State of Rhode Island or which are approved by the Town.
The Bond will remain in effect throughout the warranty period.

LIQUIDATED DAMAGES The Contractor will be assessed a penalty of **\$1,000.00** per each calendar day for which work of the Contract is not substantially completed prior to the Substantial Completion date as provided within the Time for Completion section.

Subsection 212.03.3; Failure to Maintain Erosion and Pollution Controls, of the Standard Specifications, requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that erosion and pollution controls are not in place or have not been adequately maintained. The charge for this Contract is \$500.00 per day. Furthermore, the Contractor will be required to clean the drainage structures that were not protected at no additional cost to the Owner.

In the event that the Engineer determines that the bituminous concrete surface course has not been completely constructed within 14 calendar days from the date of pavement cold planning or patch excavation, a daily charge will be deducted from monies due the Contractor. The charge for this Contract will be \$500.00 per day, per location that the Contractor is not in Compliance with this specification.

In the event the Engineer determines that new sidewalks have not been constructed within 14 consecutive calendar days after excavation as required herein, a daily charge will be deducted from monies due the Contractor. The charge for this Contract will be \$500.00 per day, per location for each calendar day that each location is not in compliance.

If, in the judgement of the Engineer, the Contractor fails to adequately and safely maintain traffic control devices along any portion of the project, or, if the Contractor fails to move and/or relocate traffic control devices to meet changes in traffic conditions, construction operations, or conditions affecting the safety of the public, the following liquidated damages and penalty will be assessed.

- a. For each day the Engineer determines that the Contractor has failed to comply with the provisions of this Section, the daily charge of \$500 per day will be deducted from monies then due the Contractor.
- b. In addition, for any month that the Engineer determines that the Contractor has failed to comply with the provisions of this Section, the monthly progress payment for said month shall be reduced by an amount equal to the ratio of the number of days the Contractor was not in compliance with the provisions of this Section to the total number of days in the month in question times said regular monthly progress payment.

In the event that emergency repair work has not been initiated within a 90-minute time frame, the sum of three (3) times the daily charge set forth in Special Provision Code 937.1000 will be deducted from monies then due the Contractor for each day until said repair work is undertaken.

If emergency repair work is performed by a party other than the Contractor or one of its first-tier subcontractors, and if the other party is not compensated for its work within 60 days following completion of the repair work, the Engineer reserves the right to withhold monies then due the Contractor in order to provide payment to the other party.

SPECIFICATIONS The Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Design, latest addition with all revisions and interim approvals, the Technical Specifications, along with the Contract Documents and Plan Set shall comprise the Specifications and define the Scope of Work of the Bid Package.

Work Items for this Project are referenced with Item Numbers and Item Descriptions similar to those currently in use by RIDOT. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the RIDOT Standard Specifications, unless modified in the Technical Specifications, Contract Documents, and/or the Plan Set.

DRAWINGS The Drawings located in the following plan set, together with the Specifications and other related items of work as described herein; further define the Scope of Work of this Bid Package.

“**CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT**” by **Beta Group, Inc.** including all addenda.

TIME FOR COMPLETION The Contractor to whom this contract may be awarded will be required to commence work within Seven (7) days after the proper date of a letter from the Town notifying the contractor to begin work (Notice to Proceed). This letter may, at the option of the Town, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.

The contractor shall begin work within the time stated above and shall prosecute the work diligently thereafter to complete all the work contemplated by this contract prior to the Substantial Completion date.

(I) Prospective bidders’ attention is drawn to the following completion schedule dates as outlined for certain work of the project:

Substantial Completion: **October 31, 2020**

ATTACHMENT "B"

BID FORM

“This Form Must Be Completed and Submitted With Bid”

RFQ NAME: CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
RFQ NUMBER: 2020-037

The Contractor shall insert unit prices for each item in ink, in both words and figures, and is to show a total bid price (unit price x estimated quantities). In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder’s total bid price.

Unbalanced bidding is expressly prohibited, and all unit bid prices will be compared for reasonable conformance with the engineer's estimate. The City has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-end loads its bid as to amount to an advanced payment, there are extreme variations from the engineer's estimate or other bids received, if in the opinion of the City, the unit prices create a reasonable doubt that the apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.

***The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may necessitate. Regardless of the amount of actual quantities, however, the quoted unit prices shall always apply.**

There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Total Base Bid in figures \$ _____

Total Base Bid in words \$ _____

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number

For the Town to properly evaluate the Proposals, please supply the following information.

BASE BID ITEMS

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM 201.0403: REMOVE AND DISPOSE SIDEWALKS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	2,100	SY	\$ _____
ITEM 201.0409: REMOVE AND DISPOSE FLEXIBLE PAVEMENT THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	1,610	SY	\$ _____
ITEM 201.0415: REMOVE AND DISPOSE GUARDRAIL AND POST ALL TYPES THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	180	LF	\$ _____
ITEM 201.0421: REMOVE AND DISPOSE BITUMINOUS CURB THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	3,120	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM 201.0429: REMOVE AND DISPOSE CURB STOP BOX THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	1	EA	\$ _____
ITEM 202.0100: EARTH EXCAVATION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	1,120	CY	\$ _____
ITEM 202.0201: ROCK EXCAVATION MECHANICAL THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	60	CY	\$ _____
ITEM 202.0300: UNCLASSIFIED EXCAVATION THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	190	CY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 202.0700: COMMON BORROW</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	190	CY	\$ _____
<p>ITEM 202.0800: GRAVEL BORROW</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	1,030	CY	\$ _____
<p>ITEM 204.0100: TRIMMING AND FINE GRADING</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	4,700	SY	\$ _____
<p>ITEM 206.0301: COMPOST FILTER SOCK</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	3,450	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM 206.9901: INLET SEDIMENT CONTROL DEVICE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	2	EA	\$ _____
ITEM 212.2100: MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	1	LS	\$ _____
ITEM 401.3000: CLASS 9.5 HMA (FOR DRIVEWAYS 3") THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	100	TN	\$ _____
ITEM 401.3005: CLASS 9.5 HMA FOR MISCELLANEOUS WORK THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	260	TN	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM 410.1000: TEMPORARY PATCHING MATERIAL/TRENCHES THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	15	TN	\$ _____
ITEM 701.4312: 12 INCH SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	60	LF	\$ _____
ITEM 701.8151: CURB STOP BOX THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	1	EA	\$ _____
ITEM 702.0517: FRAME AND GRATE, STD 6.3.2 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	2	EA	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 702.0522: FRAME AND COVER, STD 6.2.1</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	2	EA	\$ _____
<p>ITEM 702.0714: PRECAST CONCRETE DROP INLET WITH APRON STONE, STD 4.5.2</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	2	EA	\$ _____
<p>ITEM 702.9901: CONTECH CDS2020-C HYDRODYNAMIC SEPARATOR</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	2	EA	\$ _____
<p>ITEM 713.8268: ADJUST CURB STOP BOX TO GRADE</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	5	EA	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 713.8269: ADJUST WATER GATE BOXES TO GRADE</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	4	EA	\$ _____
<p>ITEM 901.9901: TERMINAL END SECTION SINGULAR FACE STD 34.3.2 (POWDER COATED)</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	3	EA	\$ _____
<p>ITEM 901.9902: GUARDRAIL STEEL BEAM ANCHORAGE APPROACH SECTION (POWDER COATED)</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	3	EA	\$ _____
<p>ITEM 901.9903: GUARDRAIL STEEL BEAM SINGLE FACE STD 34.2.0 (POWDER COATED)</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	385	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM 905.0410: BITUMINOUS SIDEWALK STD 43.2.0 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	270	TN	\$ _____
ITEM 905.9902: 8 INCH PORTLAND CEMENT CONCRETE CURB RAMPS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	48	SY	\$ _____
ITEM 906.0210: CEMENT CONCRETE CURB PRECAST STRAIGHT STD 7.1.0 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	2,855	LF	\$ _____
ITEM 906.0211: CEMENT CONCRETE CURB PRECAST CIRCULAR STD 7.1.0 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	14	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM 906.0221: 6' PRECAST CONCRETE TRANSITION CURB STD 7.1.2 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	20	EA	\$ _____
ITEM 906.0250: PRECAST CONCRETE WHEELCHAIR RAMP CURB STDS 7.1.3, 43.3.0 AND 43.3.1 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	28	EA	\$ _____
ITEM 906.0261: PRECAST CONCRETE RAMP STONE 12-INCH CIRCULAR STD 7.1.9 THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	2	EA	\$ _____
ITEM 914.9901: UNIFORMED OFFICER WITH VEHICLE THE SUM OF: _____ <i>Sixty Thousand</i> _____ DOLLARS AND _____ <i>Zero</i> _____ CENTS (\$ _____ <i>60,000.00</i> _____) PER UNIT	1	ALL	\$ <u>60,000.00</u>

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 917.0105: REMOVE AND REPLACE RURAL MAILBOX POST WITH STD 15.1.0</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	16	EA	\$ _____
<p>ITEM 919.9901: TEST PITS</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	5	EA	\$ _____
<p>ITEM 920.0055: PLACED STONE RIPRAP R-3, R-4, R-5 STD 8.3.0</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	15	SY	\$ _____
<p>ITEM 920.0135: BEDDING FOR RIPRAP FS-2 STD 8.3.0</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	15	SY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 932.0200: FULL DEPTH SAWCUT OF BITUMINOUS PAVEMENT</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	4,022	LF	\$ _____
<p>ITEM 932.0210: FULL DEPTH SAWCUT OF BITUMINOUS PAVEMENT AND RIGID BASE</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	403	LF	\$ _____
<p>ITEM 932.0220: FULL DEPTH SAWCUT OF BITUMINOUS SIDEWALK/DRIVEWAY</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	528	LF	\$ _____
<p>ITEM 932.0230: FULL DEPTH SAWCUT OF PORTLAND CEMENT CONCRETE SIDEWALK/DRIVEWAY</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	7	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 936.0110: MOBILIZATION</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	1	LS	\$ _____
<p>ITEM 937.0200: MAINTENANCE AND MOVEMENT OF TRAFFIC PROTECTION</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	1	LS	\$ _____
<p>ITEM 942.0200: DETECTABLE WARNING PANEL, STD 48.1.0</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	50	SF	\$ _____
<p>ITEM L01.0102: LOAM BORROW 4 INCHES DEEP</p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	870	SY	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM L02.0102: RESIDENTIAL SEEDING (TYPE 2) THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	870	SY	\$ _____
ITEM T15.0200 REMOVE AND RELOCATE DIRECTIONAL, REGULATORY, AND WARNING SIGNS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	4	EA	\$ _____
ITEM T20.2606: 6 INCH WHITE FINAL EPOXY RESIN PAVEMENT MARKINGS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	7,000	LF	\$ _____
ITEM T20.2612: 12 INCH WHITE FINAL EPOXY RESIN PAVEMENT MARKINGS THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	530	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM T20.2804: 4 INCH YELLOW FINAL EPOXY RESIN PAVEMENT MARKINGS</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	6,400	LF	\$ _____
<p>ITEM T20.4506: REMOVE PAVEMENT MARKING LINE – LESS THAN OR EQUAL TO 6 INCHES WIDE</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	13,300	LF	\$ _____
<p>ITEM T20.4508: REMOVE PAVEMENT MARKING LINE – GREATER THAN 6 INCHES WIDE</p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	400	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
ITEM T20.9901: 6 INCH BLACK AGGREGATE COVER-UP RESIN PAVEMENT MARKING THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	14,000	LF	\$ _____
ITEM T20.2012: 12 INCH BLACK AGGREGATE COVER-UP RESIN PAVEMENT MARKING THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT	400	LF	\$ _____
<p style="text-align: center;">TOTAL BID:</p> <p style="text-align: right;">_____ DOLLARS</p> <p style="text-align: right;">AND _____ CENTS</p> <p style="text-align: right;">(\$ _____)</p> <p style="text-align: center;">Amount in Figures</p>			

ADD ALTERNATE BID ITEMS

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 905.9901: 4 INCH PORTLAND CEMENT CONCRETE SIDEWALK MONOLITHIC, STD 43.1.0</p> <p><i>(this item replaces ITEM 905.0140: BITUMINOUS SIDEWALK STD 43.2.0 in its entirety)</i></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	1,577	SY	\$ _____
<p>ITEM 905.9903: 8 INCH PORTLAND CEMENT CONCRETE DRIVEWAYS, STD 43.5.0</p> <p><i>(this item replaces ITEM 401.3000: CLASS 9.5 HMA (FOR DRIVEWAYS 3") in its entirety)</i></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	563	SY	\$ _____
<p>ITEM 906.0100: GRANITE CURB, QUARRY SPLIT STRAIGHT, STD 7.3.0</p> <p><i>(this item replaces ITEM 906.0210: CEMENT CONCRETE CURB PRECAST STRAIGHT STD 7.1.0 in its entirety)</i></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	2,855	LF	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 906.0111: GRANITE CURB, QUARRY SPLIT CIRCULAR, STD 7.3.0</p> <p><i>(this item replaces ITEM 906.0211: CEMENT CONCRETE CURB PRECAST CIRCULAR STD 7.1.0 in its entirety)</i></p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	14	LF	\$ _____
<p>ITEM 906.0118: 6' GRANITE TRANSITION CURB, QUARRY SPLIT SPECIAL TRANSITION, STD 7.3.2</p> <p><i>(this item replaces ITEM 906.0221: 6' PRECAST CONCRETE TRANSITION CURB STD 7.1.2 in its entirety)</i></p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	20	EA	\$ _____
<p>ITEM 906.0120: GRANITE WHEELCHAIR RAMP TRANSITION CURB, STDS 7.3.3, 43.3.0, AND 43.3.1</p> <p><i>(this item replaces ITEM 906.0250: PRECAST CONCRETE WHEELCHAIR RAMP CURB STDS 7.1.3, 43.3.0 AND 43.3.1 in its entirety)</i></p> <p>THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER UNIT</p>	28	EA	\$ _____

ITEM DESCRIPTION & BID PRICE	EST QTY.	UNIT	TOTAL
<p>ITEM 906.0131: GRANITE RAMP STONE CIRCULAR, STD 7.3.9</p> <p><i>(this item replaces ITEM 906.0261: PRECAST CONCRETE RAMP STONE 12-INCH CIRCULAR STD 7.1.9 in its entirety)</i></p> <p>THE SUM OF:</p> <p>_____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER UNIT</p>	2	EA	\$ _____

Did you complete and submit Appendix A: YES _____ NO _____ ?

Delivery/Start: _____ calendar days after Notice to Proceed.

The below stated Bidder agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in this Request for Quotation, including, but not limited to, agree to all terms and conditions, all as shown or by reference, unless as excluded below:

EXCLUSIONS:

Did you deviate from the specifications in any way: YES _____ NO _____ ?

(If yes, you must explain below and submit a detailed description of all deviations so that your product or service can be properly evaluated.)

The above price includes all stipulations and requirements of Addendum No.

which have been received and accepted by the undersigned.

What is the Company's Experience Modification Rating from your Insurance provider?

_____ EMR. If over 1.0, please explain why:

This Request for Quotation, together with all documents, specifications, drawings and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Quotation supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, for this scope of work.

The bid prices above exclude applicable sales and or use taxes; includes all insurance premiums; and includes all shipping/transportation costs, if applicable.

The submitted pricing for this scope of work shall remain firm for 90 days from date of submission.

Company Representative

Print Name: _____

Authorized Signature: _____

Telephone: _____

E-Mail: _____

Address: _____

Date: _____

Company Name: _____

ATTACHMENT "C"

INSTRUCTIONS TO BIDDERS
PURCHASING DEPARTMENT

RFQ NAME: CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
RFQ NUMBER: 2020-037

1. Submission of Bids

A. Envelopes containing bids must be sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date, and bid due time, and name of bid, along with RFQ number.

B. The Purchasing Agent will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.

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

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

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

F. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

2. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event, there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

3. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than 30 days may not be considered. Payment terms are net 30.

4. Qualification of Bidders

The Town may make such investigations, as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the town with all such information and data for the purpose as may be requested.

5. Addenda and Interpretations

No interpretation on the meaning of the Plans, Specifications, or any other Contract Document will be made to any bidder orally. Every request for such interpretations must be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The Town is not responsible for information obtained from any other source.

6. “Or Equal” Bidding

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance, and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

7. Award and Contract

Unless otherwise specified, the Town of Westerly reserves the right to make award by item or items, Alternate or Alternates, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (Contract) emailed (or otherwise furnished) and executed by all parties, to the successful bidder followed by an authorized Purchase Order for billing purposes shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

8. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town of Westerly will not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

9. Standard Insurance and Indemnification Requirements (for Construction/Labor Services)

General Conditions: Within 10 business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the Contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 30 days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.

C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.

D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.

E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

Insurance Limits and Coverage:

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.

B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.

C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability:

\$500,000 bodily injury for each accident
\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act: \$1,000,000
Annual Aggregate: \$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

10. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.

B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.

C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

11. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been

established on a minimum hourly basis and is in file in the office of the State Department of Labor. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov. Wage determinations will be updated on the Effective Date of the CONTRACT Agreement and subsequently every July 1st. Pursuant to RIGL 37-13-13 all work on RI Prevailing Wage projects must be submitted on the RI DLT Certified Payroll form. See Appendix B.

12. Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

13. Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders supersede any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

14. Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a read-only CD-R media disk. The disk must include all the documents submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline_BidderName.pdf

The bid proposal submission deadline must appear as MM-DD-YYYY. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day.

15. Minority/Women/Disadvantaged Business Enterprises

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Town reserves the right to apply additional consideration to offers and to direct awards to bidders other than the responsive bid representing the lowest price

16. Binding Contract

A binding contract between the Town of Westerly and the successful bidder will be formed by the issuance of a Purchase Order from the Purchasing Department, and only by the issuance of a Purchase Order, and only to the extent of available funds. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the department.

ATTACHMENT "D"

BID PREPARATION CHECKLIST

RFQ NAME: CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
RFQ NUMBER: 2020-037

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

- Bidder Certification Form, APPENDIX "A" (completed) signed in ink.
- Bid Form.
 - All applicable blank spaces on the Bid Form have been completed.
 - All Addenda have been acknowledged.
 - Bid price printed legibly in ink (in both words and figures that match where specified).
 - Erasures or corrections have been initialed by person signing the Bid Form.
 - Bid Form is signed in ink.
- Bid Surety.
 - Bid surety is five percent of the bid total (or such other specified amount).
 - Bid Bond is signed by the bidder and surety.
 - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond.
- Public Copy of bid proposal (pdf format on a read-only CD-R media disk is preferred).
- General Contractor Apprenticeship Certification Form "2013-14" (for projects \$1,000,000 and greater) required at time of bid proposal submission.

Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.

- Applicable professional licenses (as specified in the Solicitation).
- Rhode Island Contractor Registration Board No.
- All bid proposal documents in a sealed envelope with the specific Solicitation#, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope.
- Each bid proposal submitted in a separate sealed envelope.
- Other: _____

Purchasing Agent: Mark Bednarski
Contact Information: 401-348-2625

APPENDIX A

BIDDER CERTIFICATION FORM

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign, and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with the Town of Westerly. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The Town of Westerly reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for 90 days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (RI Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para1, as amended.) The Town of Westerly is exempt from Federal excise taxes, and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. **PRICES QUOTED ARE FOB DESTINATION.** No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Only inside delivery and set-up, where required, will be

accepted. TAILGATE DELIVERIES WILL BE REFUSED. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation, and maintenance of occupational safety standards, and (for projects with a minimum value of \$1 Million) the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the Town of Westerly for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerlyri.gov or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

BID SURETY. Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly, no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

COMPLIANCE Vendor must comply with all applicable federal, state, and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. Each bid proposal for a public works project must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also, see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- ___ 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.
- ___ 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- ___ 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- ___ 4. I/we certify that I/we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
- ___ 5. I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.
- ___ 6. I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.
- ___ 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.
- ___ 8. I/We certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment, and/or prosecution for fraud.
- ___ 9. I/We acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- ___ 10. I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein. I/we acknowledge and understand that (1) Prevailing wage rate schedules are

available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, (2) Wage determinations shall be updated on the Effective Date of the CONTRACT Agreement and subsequently every July 1st, and (3) Pursuant to RIGL 37-13-13 all work on RI Prevailing Wage projects must be submitted on the RI DLT Certified Payroll form.

- ___ 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging in investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

- ___ 12. If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:

- ___ 13. I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Bid Number: _____

Date: _____

Print Name and Title of Company official signing offer

Telephone Number: _____

APPENDIX B

PREVAILING WAGE RATES

NOTE: The following Prevailing Wage Rates are for reference only. Bidder must use the most current published rates by the office of the State Department of Labor. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov.

General Decision Number: RI190001 01/11/2019 RI1

Superseded General Decision Number: RI20180001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019

ASBE0006-006 06/01/2015

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 31.63	18.30

ASBE0006-008 09/01/2018

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 42.38	28.75

BOIL0029-001 01/01/2017

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

BRRIO003-001 06/01/2018

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 38.83	26.75

BRRIO003-002 03/01/2018

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 37.16	27.66

BRRIO003-003 03/01/2018

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 31.32	26.30

 CARP0094-001 06/05/2017

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 35.28	27.15
Diver Tender.....	\$ 36.28	27.15
DIVER.....	\$ 47.08	27.15
Piledriver.....	\$ 35.28	27.15
WELDER.....	\$ 36.28	27.15

FOOTNOTES:

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

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

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

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

 CARP1121-002 10/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 36.85	27.50

 ELEC0099-002 06/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 39.21	57.24%
Teledata System Installer.....	\$ 29.41	13.10%+14.15

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30

ft. or more from the floor, except when working
 OSHA-approved lifts: 20% per hour additional.

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

 * ELEV0039-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.56	33.705+A+B

FOOTNOTES:

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

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

 ENGI0057-001 12/01/2018

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1.....	\$ 39.90	25.85+a
GROUP 2.....	\$ 38.90	25.85+a
GROUP 3.....	\$ 34.52	25.85+a
GROUP 4.....	\$ 31.67	25.85+a
GROUP 5.....	\$ 37.95	25.85+a
GROUP 6.....	\$ 28.75	25.85+a
GROUP 7.....	\$ 22.75	25.85+a
GROUP 8.....	\$ 34.60	25.85+a
GROUP 9.....	\$ 38.52	25.85+a

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 feet and over + \$ 2.00
- 180 feet and over + \$ 3.00
- 210 feet and over + \$ 4.00

240 feet and over + \$ 5.00
270 feet and over + \$ 7.00
300 feet and over + \$ 8.00
350 feet and over + \$ 9.00
400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

ENGI0057-002 12/01/2018

Rates Fringes

Power Equipment Operator
(highway construction
projects; water and sewerline
projects which are incidental
to highway construction
projects; and bridge projects
that do not span water)

GROUP 1.....	\$ 34.05	25.85+a
GROUP 2.....	\$ 28.75	25.85+a
GROUP 3.....	\$ 22.75	25.85+a
GROUP 4.....	\$ 29.33	25.85+a
GROUP 5.....	\$ 33.03	25.85+a
GROUP 6.....	\$ 32.65	25.85+a
GROUP 7.....	\$ 28.30	25.85+a
GROUP 8.....	\$ 29.68	25.85+a
GROUP 9.....	\$ 31.63	25.85+a

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 12/01/2018

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 39.17	25.85+a
GROUP 2.....	\$ 38.17	25.85+a
GROUP 3.....	\$ 37.95	25.85+a
GROUP 4.....	\$ 33.95	25.85+a
GROUP 5.....	\$ 31.10	25.85+a
GROUP 6.....	\$ 37.25	25.85+a
GROUP 7.....	\$ 36.82	25.85+a
GROUP 8.....	\$ 34.14	25.85+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Telehandler equipment, forklift, concrete pump &

on-site concrete plant

GROUP 4: Fireman & oiler

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

IRON0037-001 09/16/2017

	Rates	Fringes
IRONWORKER.....	\$ 34.89	26.87

LABO0271-001 06/05/2016

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.20	23.80
GROUP 2.....	\$ 29.45	23.80
GROUP 3.....	\$ 29.95	23.80
GROUP 4.....	\$ 30.20	23.80
GROUP 5.....	\$ 31.20	23.80

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABO0271-002 06/05/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 46.63	21.80
Group 2.....	\$ 36.15	21.80
Group 3.....	\$ 48.63	21.80
FREE AIR		
Group 1.....	\$ 38.70	21.80
Group 2.....	\$ 36.15	21.80
Group 3.....	\$ 40.70	21.80
LABORER		
Group 1.....	\$ 29.20	21.80
Group 2.....	\$ 29.45	21.80
Group 3.....	\$ 30.20	21.80
Group 4.....	\$ 22.70	21.80
Group 5.....	\$ 31.20	21.80
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 35.20	21.80
Top Man & Laborer.....	\$ 34.25	21.80
TEST BORING		
Driller.....	\$ 35.65	21.80
Laborer.....	\$ 34.25	21.80

LABORER CLASSIFICATIONS

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

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

roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

PAIN0011-005 06/01/2018

Rates Fringes

PAINTER

Brush and Roller.....	\$ 33.62	21.05
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 35.62	21.05

Spray, Sand & Water		
Blasting.....	\$ 36.62	21.05
Taper.....	\$ 34.37	21.05
Wall Coverer.....	\$ 34.12	21.05

PAIN0011-006 06/01/2018

	Rates	Fringes
GLAZIER.....	\$ 37.18	21.05

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2018

	Rates	Fringes
Painter (Bridge Work).....	\$ 49.75	21.05

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

PLAS0040-001 06/04/2018

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.30	27.05

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

PLAS0040-002 07/23/2018

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.20	22.10

PLAS0040-003 07/02/2018

	Rates	Fringes
PLASTERER.....	\$ 35.65	27.40

PLUM0051-002 09/01/2018

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.04	29.45

ROOF0033-004 12/01/2018

	Rates	Fringes
ROOFER.....	\$ 36.75	26.12

SFRI0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.92	21.49

SHEE0017-002 12/01/2018

	Rates	Fringes
Sheet Metal Worker.....	\$ 36.13	35.13

TEAM0251-001 05/01/2018

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.21	25.7525+A+B+C
GROUP 2.....	\$ 27.36	25.7525+A+B+C
GROUP 3.....	\$ 27.41	25.7525+A+B+C
GROUP 4.....	\$ 27.46	25.7525+A+B+C
GROUP 5.....	\$ 27.56	25.7525+A+B+C
GROUP 6.....	\$ 27.96	25.7525+A+B+C
GROUP 7.....	\$ 28.16	25.7525+A+B+C
GROUP 8.....	\$ 27.66	25.7525+A+B+C
GROUP 9.....	\$ 27.91	25.7525+A+B+C
GROUP 10.....	\$ 27.71	25.7525+A+B+C

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION



**RI Department of Labor and Training - Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section**

1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____

Address: _____ Address: _____

City/Town: _____ State: _____ Zip: _____ State: _____ Zip: _____

Phone #: _____ Email: _____ Phone #: _____ Email: _____

For Week Ending: _____ Location: _____ Wage Decision #: _____ Decision Date: _____

Name, Address and Phone Number of Employee	Work Classification	Apprentice %	Date:	Hours Worked Each Day							Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Social Security	Medi-care	Deductions			Net	
				S	M	T	W	T	F	S							Federal	State	RI TDI		*Other
			P.S.																		
			P.O.																		
			R.H.																		
			R.O.																		
			P.S.																		
			P.O.																		
			R.H.																		
			R.O.																		
			P.S.																		
			P.O.																		
			R.H.																		
			R.O.																		
			P.S.																		
			P.O.																		
			R.H.																		
			R.O.																		

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours

*Note: Deductions reported in the "other" column must be listed.

DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

STATEMENT OF COMPLIANCE

I, _____ do hereby state:
(print name and title of signatory party)

(1) That I pay or supervise the payment of the persons employed by: _____
(contractor or subcontractor)

on the _____; that during the payroll period commencing on the _____ of _____
(project) _____, 20____, and ending on the _____ of _____, 20____,
(month) *(year)* *(day)* *(month)* *(year)*

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed.

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law. Please specify the type of benefits provided:

- | | |
|-------------------------------------|------------------------------------|
| 1.) Medical or hospital care: _____ | 4.) Disability: _____ |
| 2.) Pension or Retirement: _____ | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____ | 6.) Other (please specify): _____ |

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records.

_____ SIGNATURE OF OWNER OR OFFICER OF CORPORATION	_____ PRINT NAME & TITLE	_____ DATE
<p>My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating on the prevailing wage project, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages and/or fringe benefits for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.</p>		

CONTRACT AGREEMENT (SAMPLE)

THIS AGREEMENT is made this _____ day of _____, 2020 by and between the **TOWN OF WESTERLY ("TOWN"/"OWNER")**, and the party identified below as the **CONTRACTOR** and shall be effective upon execution.

CONTRACT/P.O. NUMBER:
**PROJECT NAME: CHURCH STREET SIDEWALK
IMPROVEMENTS PROJECT**

RESOLUTION No.:
RFQ No.: 2020-037

Owner: Town of Westerly
45 Broad Street
Westerly, RI 02891

Contractor:
Address:

Town Representative:
Kyle Zalaski, Town Engineer
68 White Rock Road, Westerly, RI 02891
Phone: (401) 348-2562
Email: kzalaski@westerlyri.gov

Contractor Representative:

Phone:
Email:

ARTICLE 1: ENGAGEMENT:

1.1 The TOWN hereby engages and the CONTRACTOR hereby accepts the engagement to perform and provide the Work set forth in Exhibit A hereof and incorporated herein, in accordance with the terms and conditions of this CONTRACT.

1.2 The CONTRACTOR shall perform the Work as an independent Contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this CONTRACT. This CONTRACT is not intended, and shall not be construed to create, between the TOWN and the CONTRACTOR, the relationship of principal and agent, joint venture's, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent engaged by the CONTRACTOR shall be, or shall be deemed to be, an employee or agent of the TOWN.

1.3 This CONTRACT shall be construed and governed by the laws of the State of Rhode Island. The CONTRACTOR represents that it is duly authorized to do business in all locations where the Work is to be performed; it has the knowledge, license, certification, capability, and expertise to act as the CONTRACTOR and will evidence said authorization, license, certification, and capability to the TOWN upon request.

1.4 Prior to commencement of the Work, the CONTRACTOR shall provide, and maintain in full force and effect during the term of this CONTRACT, the insurance coverage upon the CONTRACTOR'S operations hereunder as specified in the Exhibit C. CONTRACTOR shall not be allowed to commence the Work until the original insurance certificates required by Exhibit C have been furnished to the TOWN Purchasing Agent.

ARTICLE 2: TIME OF PERFORMANCE:

2.1 The CONTRACTOR shall prosecute and complete all Work under the CONTRACT in accordance with the schedule in Exhibit A.

ARTICLE 3: COMPENSATION/TERMS OF PAYMENT:

3.1 As full consideration for the complete, satisfactory and timely performance by the CONTRACTOR of the Work contemplated by this CONTRACT in strict accordance with the requirements hereof, the TOWN shall pay to the CONTRACTOR the amount as agreed upon in Exhibit A and in accordance with the payment terms and conditions established by the CONTRACT Documents.

ARTICLE 4: CONTRACT DOCUMENTS:

4.1 This CONTRACT shall consist of the following documents ("CONTRACT Documents") which are acknowledged by the CONTRACTOR and incorporated herein by this reference:

SCOPE OF WORK - EXHIBIT A, **CA-5**
Along with all plans and specifications and addenda included in the bid.

GENERAL CONDITIONS - EXHIBIT B **CA-9**

INSURANCE REQUIREMENTS - EXHIBIT C **CA-16**

CONTRACTOR'S BID PROPOSAL
Containing a firm fixed price and/or unit prices.

PERFORMANCE & PAYMENT BONDS

4.2 The documents referenced in sections 4.1 and 4.2 constitute the entire CONTRACT between the TOWN and the CONTRACTOR and supersede all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral. This CONTRACT may be modified only by a written instrument signed by both parties.

4.3 In the event of any inconsistency between the provisions of the CONTRACT Documents, the inconsistency shall be resolved by giving precedence in the order listed below.

4.3.1 CONTRACT Agreement

4.3.2 Exhibit B, General Conditions

4.3.3 Exhibit A, Scope of Work, Schedule of Services & Payments, including all Attachments.

4.4 The Effective Date set forth in this section of this CONTRACT shall be the date as which all CONTRACT Documents and provisions thereof have reference for purposes of coordination of their meaning and effect. The price relates to the Work as described in the CONTRACT Document in their condition on that date. Changes after the Effective Date will be dealt with in accordance with the provisions for changes. Any work commenced and any payments made pursuant to an Award or Letter of Intent shall be deemed to have been done and paid after the Effective Date and under the terms of this CONTRACT.

Effective Date of the Contract: _____

4.5 Performance & Payment Bonds: The CONTRACTOR shall furnish, upon notice of award of contract by the TOWN, Performance and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract. The Performance Bond is to be secured through an insurance company, or companies, which are licensed in the State of Rhode Island or which are approved by the TOWN. The Bond will remain in effect throughout the warranty period.

ARTICLE 5: ENGINEER

5.1 The Project has been designed by: Beta Group, Inc.
701 George Washington Highway
Lincoln, RI 02865

Who is hereinafter called the ENGINEER and who is to act as the OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to the ENGINEER in the CONTRACT Documents in connection with the completion of the Work in accordance with the CONTRACT Documents.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

6.1 In order to induce OWNER to enter into this Agreement, the CONTRACTOR makes the following representations:

- A. The CONTRACTOR has examined and carefully studied the CONTRACT Documents and the other related data identified in the Bidding Documents.
- B. The CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the CONTRACT Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.
- E. The CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the CONTRACT Documents.
- F. The CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the CONTRACT Documents.
- G. The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the CONTRACT Documents, and all additional examinations, investigations, explorations, tests studies, and data with the CONTRACT Documents.
- H. The CONTRACTOR has given the ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that the CONTRACTOR has discovered in the CONTRACT

Documents, and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.

I. The CONTRACT Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date and year first above written.

THE TOWN OF WESTERLY

CONTRACTOR

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: Town Manager (Print)

Title: _____ (Print)

Date: _____

Date: _____

SCOPE OF WORK, SCHEDULE OF SERVICES & PAYMENT - EXHIBIT A

Article 1: SCOPE OF WORK

- 1.1 *Description:* Except as otherwise expressly provided herein, the CONTRACTOR shall provide each and every item of cost and expense necessary for:
 - 1.1.1 CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT
- 1.2 *Specific Elements:* The Work shall include but shall not necessarily be limited to, the following:
 - 1.2.1 This project is for sidewalk improvements to Church Street (Rt 216) from Bradford Road (Rt 91) to Quarry Road in the Town of Westerly, Rhode Island. The work in the contract shall include, but not be limited to, the removal and disposal of the existing bituminous concrete curbing and sidewalks on the southwesterly side of the street, the installation of new granite curbing and Portland cement concrete sidewalks with accessible curb ramps and detectable warning panels, drainage improvements, pavement markings, signage, and all other incidentals, complete, in place, and accepted, as necessary to complete the work of this contract to the satisfaction of the Engineer.
- 1.3 The Work shall not include:
 - 1.3.1 Blasting is prohibited on this Project.

Article 2: PERFORMANCE PERIOD/SCHEDULE

- 2.1 *Term:* The CONTRACTOR to whom this contract may be awarded will be required to commence work within Seven (7) days after the proper date of a letter from the Town notifying the contractor to begin work (Notice to Proceed) and shall Work diligently and shall complete all Work prior to the substantial completion date as noted in the CONTRACT Documents.
- 2.2 *Time is of the Essence and Liquidated Damages:* Time is of the essence in the performance of this Work. The CONTRACTOR shall make whatever adjustments in working hours, manpower, equipment, etc. deemed necessary to complete the Work in accordance with the term of the CONTRACT and the specific schedule requirements hereof.

The CONTRACTOR and OWNER recognize that time is of the essence of the CONTRACT Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General Conditions, delivered by the OWNER to the CONTRACTOR in writing. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty), the CONTRACTOR shall pay the OWNER \$1,000.00 for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remain Work with the Contract time or any proper extension thereof granted by the OWNER, the CONTRACTOR shall pay the OWNER \$1,000.00 for each day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.

2.3 Construction Schedule

Specific scheduling and coordination requirements are as follows:

2.3.1 The CONTRACTOR shall prepare and submit to the TOWN a Construction Schedule for review and acceptance on or before the 10th day after execution of this CONTRACT. The schedule shall be in conformance with the CONTRACT Documents and shall be in sufficient detail to be used as a basis to track the progress of the Work. The TOWN and CONTRACTOR will review the proposed schedule. Any revisions resulting from this review shall be resubmitted to the TOWN within 7 days.

2.3.2 The CONTRACTOR shall also provide at the same time as the proposed Construction Schedule, a Schedule of Values of the Work upon which payments will be measured. The Schedule of Values will include quantities and proposed billing amounts of items aggregating the total CONTRACT price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

2.3.3 The CONTRACTOR, in conjunction with the TOWN'S Project Manager, shall update the schedule every 2-weeks, or other intervals requested by the TOWN

Article 3: REPORTING REQUIREMENTS

3.1 Progress Report

The CONTRACTOR shall submit a monthly progress report comparing actual progress to planned progress and shall attend periodic progress review meetings.

Article 4: DATA REQUIREMENTS

4.1 Submittals:

4.1.1 The CONTRACTOR shall prepare shop drawings, supply catalog cuts and provide all other pertinent literature for the CONTRACTOR furnished materials and equipment. The CONTRACTOR shall submit one (1) reproducible original and three (3) copies of this data to the TOWN for review prior to any purchase or fabrication. If shop drawings show any deviation from the Work requirements, the CONTRACTOR shall make specific mention of the deviations in its letter of transmittal.

Article 5: OMITTED

Article 6: CONTRACT PRICE

6.1 The TOWN agrees to pay the CONTRACTOR for complete, satisfactory, and timely performance of the Work, in strict accordance with the CONTRACT Documents and requirements hereof:

For all Unit Price Work, an amount equal to the sum of the established unit price as indicated in the accepted bid for each separately identified item of Unit Price Work times the actual quantity of that item as verified by the OWNER'S representatives.

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities are to be made by the ENGINEER as provided in the General Conditions. Unit

prices have been computed as provided in General Conditions. Unit price bid is attached hereto and made a part of this CONTRACT.

6.2 INVOICES

The CONTRACTOR'S invoices must be submitted to TOWN for approval. The CONTRACTOR'S invoices shall:

- 6.2.1 Reference the job name.
- 6.2.2 Reflect the CONTRACT Number/Purchase Order Number.
- 6.2.3 Be accompanied by other supporting documentation as the TOWN may reasonably require.

6.3 PAYMENT SCHEDULE

Based upon invoices submitted by the CONTRACTOR in full conformity with the requirements of the contract and approved by the TOWN, the TOWN may make progress payments based on the CONTRACT Price to the CONTRACTOR. The period covered by each invoice shall be the calendar month immediately preceding the invoice date and shall be based upon the most recent Schedule of Values. Prior to Substantial Completion, progress payments will be made based on work completed to date but, in each case, less the aggregate of payments previously made and less retainage. The OWNER shall retain five-percent (5%) of the amount of each payment. The retainage shall remain at five-percent (5%) until the contract is complete and ready for final payment.

6.4 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the CONTRACT Unit Prices, shall be made by the TOWN to the CONTRACTOR, when the Work is fully performed in accordance with the requirements of the CONTRACT Documents, IF APPLICABLE and delivery of the following items to the TOWN:

- 6.4.1 Operation and maintenance manuals
- 6.4.2 Written warranties for materials and equipment provided
- 6.4.3 As-built drawings
- 6.4.4 Consent of surety to final payment
- 6.4.5 Applicable permits and certificates of inspection
- 6.4.6 Release of Liens
- 6.4.7 Other items required by the CONTRACT Documents, complete
- 6.4.8 Resolution of Punch List items.

Retainage held throughout the project period shall be released by the Town up to one (1) year from the date of acceptance of the project in its entirety by the Town.

- 6.5 If the TOWN determines that the Work is substantially complete and that the amount of retained percentages is in excess of the amount considered by the TOWN to be adequate for the protection of the TOWN, the TOWN may, at the TOWN'S sole discretion, release to the CONTRACTOR such excess amounts. Subject to the other terms and conditions of this CONTRACT, upon satisfactory completion of the Work hereunder, and its final acceptance, the CONTRACTOR will be paid the undisputed unpaid balance of any money due hereunder.

GENERAL CONDITIONS - EXHIBIT B

These General Conditions are a part of each CONTRACT between the TOWN and its CONTRACTOR for the performance of the Work identified in the CONTRACT.

Article 1: CONTRACTOR'S OBLIGATIONS

1.1 The CONTRACTOR is responsible for obtaining and confirming all measurements and taking all other actions necessary for the technical accuracy, quality, and timely completion of the Work in full conformity with all laws, regulations, codes, and ordinances and with the CONTRACT Documents. In addition, to ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any TOWN facility or site, and that they comply with such rules.

1.2 The CONTRACTOR shall prosecute the Work diligently with sufficient numbers of qualified personnel, equipment, materials, and supplies to accomplish the Work and maintain the schedule or restore the schedule. The CONTRACTOR shall provide the TOWN with a detailed schedule of performance and shall update the schedule as the Work progresses. The TOWN shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of the TOWN. The TOWN shall have access always to the locations where Work is performed and to all of drawings, data specifications, calculations, documents, test results and specimens, models and other things related to the Work.

1.3 The CONTRACTOR shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work except as specified, in the CONTRACT Documents, to be supplied by the TOWN.

1.4 The CONTRACTOR is solely responsible for the payment of, and shall require its lower tier the CONTRACTORS to pay, all assessments benefits, and insurance premiums in connection with the Work.

1.5 The CONTRACTOR is responsible for the health and safety of its employees and the employees of its lower tier CONTRACTORS. The CONTRACTOR shall comply with all safety programs, practices, or procedures, if any, established, recommended, or required by the TOWN, any governmental or quasi-governmental authorities. Compliance with any same shall not relieve the CONTRACTOR of its responsibility described in the first sentence of this section.

1.6 The CONTRACTOR shall be responsible for the security of the Work and shall take all reasonable precautions to prevent theft, loss, and waste at the Jobsite.

1.7 The CONTRACTOR shall always keep the premises and the vicinity of the Work free and clean of all debris and rubbish. If the CONTRACTOR fails to commence cleanup within 24 hours of notice from the TOWN of non-compliance, the TOWN may commence cleanup without further notice to the CONTRACTOR and deduct the cost of same from any amount due or to be due to the CONTRACTOR.

1.8 The CONTRACTOR shall be responsible to perform all work to cause the least inconvenience to the TOWN, and with proper consideration for the rights of other contractors and workmen. The CONTRACTOR shall be responsible for the resolution of all disputes between itself and other trades on the Site and shall be responsible for any cost, expense or delay resulting there from.

ARTICLE 2: COMMUNICATIONS & NOTICES

2.1 All of the CONTRACTOR'S correspondence or communication regarding this CONTRACT shall include the TOWN'S CONTRACT Number and Project Name, and shall be mailed, emailed, or delivered to the TOWN'S Designated Representative.

2.2 Notices of changes, deficiencies, delays, claims or disputes shall be in writing delivered within 3 business days of occurrence or discovery of same, and shall furnish full information to the extent available. The party notified will acknowledge receipt by endorsement of a copy if requested or will otherwise confirm receipt in writing. Sufficient Notice shall be deemed to have been given if made by express courier or mailing via Registered or Certified Mail postage prepaid to the address shown on page 1 of this CONTRACT.

2.3 The CONTRACTOR shall not use or release any advertisement, notice or publicity depicting or describing the Work, the TOWN at any time, whether before, during or after completion of the Work, without the express prior written consent of the TOWN. No signs (except reasonably necessary warnings) shall be placed upon the Jobsite without the TOWN'S express prior written approval.

ARTICLE 3: CHANGES

3.1 The TOWN may from time to time, by written order, and without notice to any surety and without invalidating this CONTRACT, or any portion thereof, make changes in the Work, or the conditions under which it is to be performed, or may increase or decrease the services to be performed. The CONTRACTOR shall not make changes in the Work or its manner of performance without prior written authorization from the TOWN. If such changes increase or decrease either the cost or time required to perform the Work set forth in this CONTRACT, then the parties will mutually agree upon an equitable adjustment to the price and/or the time to perform the Work under this CONTRACT. Any such modification to this CONTRACT shall be in writing, shall define the extent of the change, the price, or basis of pricing the change, the impact of the change on the schedule, and shall be signed by both parties. The CONTRACTOR acknowledges and agrees that it waives all right or claim for compensation for any additional or other work not specifically authorized in writing by the TOWN'S Designated Representative prior to the commencement of such work.

ARTICLE 4: DOCUMENTS

4.1 The CONTRACTOR warrants that it has examined and reviewed the CONTRACT Documents and all other documents, schedules, drawings and data applicable to the Work and that the CONTRACTOR is thoroughly familiar with the intent, scope, and extent of the Work. Should any errors, omissions, defects or inconsistencies appear in such documents, the CONTRACTOR shall notify the TOWN within three (3) business days of discovery and shall not proceed with the affected Work portion until it has brought same to the attention of the TOWN and received a written interpretation or instruction from the TOWN.

ARTICLE 5: INDEMNITY

5.1 The CONTRACTOR guarantees:

a. To save the TOWN, its agents and employees, harmless from any liability imposed upon the TOWN arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the town and State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

ARTICLE 6: SUSPENSION OF PERFORMANCE

6.1 The TOWN may require the CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time the TOWN may elect. The time for completion shall be extended by a period equal to such suspension. The TOWN shall not be liable for any damages, be they direct, consequential or otherwise, suffered by the CONTRACTOR due to delays and suspensions. The CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

ARTICLE 7: TERMINATION

7.1 The TOWN may terminate this CONTRACT, in whole or in part, at any time, with or without cause and without serving prior notice. If this CONTRACT is so terminated, the CONTRACTOR shall be paid for all services performed to the date of termination including, in the event the termination is not for cause, all reasonable termination expenses, but shall not be paid for Work not performed by the CONTRACTOR. Any progress payments made to the CONTRACTOR shall be credited toward any termination payment due. Such termination payment will constitute the CONTRACTOR'S full compensation to which it is entitled under this CONTRACT and CONTRACTOR waives any claim for damages, including loss of anticipated profits, arising out of such termination.

7.2 Upon receipt of a termination notice, the CONTRACTOR shall: (a) promptly discontinue all services to the extent directed; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to TOWN all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by the CONTRACTOR in performing this CONTRACT, whether completed or in progress.

7.3 In the event of any termination for cause, the TOWN shall be entitled to offset against any monies owed to the CONTRACTOR all additional costs, expenses or charges incurred or paid by TOWN in connection with or arising out of such termination. If such additional amounts exceed the monies owed to the CONTRACTOR, the CONTRACTOR agrees to pay to the TOWN, within seven (7) days of demand, any such excess

7.4 In the event of any termination for cause, the TOWN shall be entitled to take and use any materials, equipment, supplies, or tools furnished by, or belonging to the CONTRACTOR located at the Jobsite.

ARTICLE 8: DISPUTES

8.1 All questions arising under this Agreement shall be resolved in the first instance by the TOWN'S Project Manager. No claim for additional compensation or extension of time shall be considered unless presented to the TOWN'S Project Manager in writing within ten (10) calendar days after the occurrence-giving rise to the dispute. Any claim not satisfactorily resolved by the TOWN'S Project Manager in the first instance, and which is presented in writing within the time provided, may be appealed by notice in writing to the TOWN'S Designated Representative within ten (10) calendar days after the Project Manager's initial decision.

8.2 All claims, disputes, and other matters in question, which are left unresolved after compliance with the foregoing, arising out of or relating to this CONTRACT or the breach thereof, except for claims, which

have been waived by the making or acceptance of final payment, may be litigated before any court of competent jurisdiction.

8.3 The CONTRACTOR shall carry on the Work and maintain the project schedule during any dispute proceedings, unless otherwise instructed by the TOWN.

ARTICLE 9: ASSIGNMENT & CONTRACTS

9.1 The CONTRACTOR'S duties and obligations hereunder are personal and shall not be assignable or delegable by it in any manner. The CONTRACTOR'S rights and interest hereunder may not be assigned, pledged or otherwise encumbered without the prior written consent of the TOWN.

9.2 The CONTRACTOR shall not further CONTRACT any portion of the Work without the TOWN'S prior written consent. In any event, any Contracting by CONTRACTOR shall in no event relieve the CONTRACTOR of its responsibilities, obligations, or guaranties for such Contracted portions of the Work or anything arising out of such Contracting.

ARTICLE 10: PARTIAL USE OR OCCUPANCY

10.1 The TOWN may use and occupy any portion of the Work. Such partial use or occupancy shall not imply an acceptance by the TOWN of that or any other portion of the Work and shall not relieve the CONTRACTOR of the obligation to complete all of the Work strictly in accordance with the CONTRACT.

ARTICLE 11: EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS, AND AFFIRMATIVE ACTION

11.1 Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

ARTICLE 12: WARRANTY

12.1 The CONTRACTOR warrants that all materials, equipment and workmanship furnished by the CONTRACTOR shall be new, merchantable and fit for the purposes intended by the CONTRACT and shall comply in all respects with the CONTRACT Documents and shall be free of defects for a period of one (1) year from the date of acceptance of the Work or such longer period required in the CONTRACT Documents and the TOWN may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

ARTICLE 13: INSURANCE

13.1 The CONTRACTOR shall provide and maintain the insurance required by Exhibit C.

ARTICLE 14: HEADINGS AND SEVERABILITY

14.1 The headings in the CONTRACT, Exhibits, and attachments thereto are for quick reference only and are not to be construed as a part of this CONTRACT.

14.2 If any provision of this CONTRACT is determined to be invalid under any applicable law, such decision shall not affect the remaining portion, which remaining portion shall continue in full force and effect as if it had been executed with the invalid portion eliminated.

ARTICLE 15: HAZARDOUS MATERIALS

15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or which is subject to statutory or regulatory requirements governing its handling, disposal, or remediation. The CONTRACTOR shall have the same obligations with respect to such Hazardous Materials within the scope of the Work as the TOWN may have under the CONTRACT Documents or by law.

ARTICLE 16: FOREIGN CORPORATIONS

16.1 In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

ARTICLE 17: COLLUSION

17.1 The CONTRACTOR warrants that he has not, directly or indirectly, entered any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the contract.

ARTICLE 18: PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

18.1 The CONTRACTOR warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the TOWN for obtaining any contract or award issued by the TOWN. The CONTRACTOR further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the TOWN, except as shall have been expressly communicated to the TOWN Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the TOWN of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

ARTICLE 19: PREVAILING WAGE REQUIREMENT

19.1 In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov. Wage determinations will be updated on the Effective Date of the CONTRACT Agreement and subsequently every July 1st. Pursuant to RIGL 37-13-13 all work on RI Prevailing Wage projects must be submitted on the RI DLT Certified Payroll form. See Appendix B.

ARTICLE 20: FORCE MAJEURE

20.1 All orders shall be filled by the CONTRACTOR with reasonable promptness, but the CONTRACTOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the CONTRACTOR and which by the exercise of reasonable diligence, the CONTRACTOR is unable to prevent.

ARTICLE 21: PRICING/FREIGHT

21.1 All pricing offered or extended to the TOWN is firm and fixed unless expressly provided for to the contrary. All prices shall be F.O.B. Destination with freight costs included.

ARTICLE 22: SAFETY/COMPLIANCE WITH LAWS

22.1 Supplier shall comply with all applicable federal, state, provincial and local laws, executive orders, rules and regulations during performance of this order, including but not limited to the Occupational Safety and Health Act of 1970, as amended ("OSHA"), Workplace Hazardous Materials Information System ("WHIMIS"), Toxic Substances Control Act as amended ("TSCA") Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), Clean Air Act of 1990, as amended, and Fair Labor Standards Act of 1938, as amended ("FLSA"). Supplier warrants that (1) all items sold or furnished under this order, including any packaging and labeling, will conform to and comply with OSHA standards and regulations, (ii) such items have been manufactured or furnished in accordance with the FLSA and regulations issued thereunder, and (iii) for each chemical product or product containing a chemical substance purchased under this order, Supplier shall furnish the TOWN a Material Safety Data Sheet ("MSDS") in conformance with applicable OSHA, WHIMIS, state, provincial and local requirements, unless a current MSDS has previously been submitted by Supplier to the TOWN.

INSURANCE SPECIFICATIONS - EXHIBIT C

Standard Insurance and Indemnification Requirements

General Conditions: Within 10 business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. **Certificates of Insurance:** The contractor will give the town a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Towns to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Towns to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.

C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Towns directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.

D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.

E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Towns, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. **Indemnification/Hold Harmless:** The contractor shall indemnify, defend, and hold harmless the Towns and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Towns, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by

any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

Insurance Limits and Coverage:

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.

B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.

C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000	each occurrence
	\$2,000,000	each occurrence if blasting is required
	\$2,000,000	general aggregate with dedicated limits per project site
	\$2,000,000	products and completed operations aggregate
	\$1,000,000	personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits:
\$1,000,000 combined single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability:
\$500,000 bodily injury for each accident
\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act: \$1,000,000
Annual Aggregate: \$1,000,000

The Town of Westerly reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

JOB SPECIFIC SUPPLEMENTARY PROVISIONS

1. **DETOUR.** Detours, other than those indicated on the Plans, are permissible upon written approval from the Engineer. A Contractor must submit a detour plan with the written approval from the Town Public Works Director.

2. **LONGITUDINAL "DROP-OFFS"** (Outside Edges of Pavement).

a. For Posted Speeds of 35 mph or Less. Drop-offs greater than three inches but less than five inches shall be tapered to a 1:1 or flatter slope to existing ground. All drop-offs five inches or greater shall be tapered to a 4:1 or flatter slope to existing ground.

b. For All Other Posted Speeds. Longitudinal drop-offs will not be permitted within two feet of a travel lane. This area must be at grade with the travel lane. However, should the required sequence of operations or the Contractor's approved sequence of operation result in overnight drop-offs greater than three inches occurring between two to six feet from a travel lane, then the drop-offs shall be tapered to a 4:1, or flatter, slope to existing ground.

There will be no separate payment for any of these requirements. The cost shall be considered incidental to the Contract. Longitudinal drop-offs within the roadway cross section will not be allowed other than as detailed on the Plans or as described in the Specifications.

3. **SAWCUTTING.** All edges of excavation made in existing pavements, driveways and sidewalks shall be squared by sawcutting with power-driven tools to provide a neat, clean edge for joining new pavement and sidewalks. Ragged, uneven edges shall not be accepted.

Areas that have been broken or undetermined shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks.

All sawcutting will be considered incidental to the associated bid items. Additional sawcutting may be required to prevent damage to adjacent structures as directed by the Engineer.

Saw-cut surfaces shall be sprayed or painted with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of bituminous concrete material against the surface.

4. **PAVEMENT REMOVAL.** The following provision applies when traffic will be allowed in areas where pavement is to be removed at the end of the workday. At the end of each working day, the pavement removal operation must be left in a "squared-off" condition, approximately perpendicular to the direction of travel. Transverse "drop-offs" left at the end of each working day must be graded at a slope of 5 feet horizontally to 1-inch vertically for speed limits of 35 mph or less, and 10 feet horizontally to 1-inch vertically for speed limits greater than 35 mph. Temporary bituminous patching material may be used to construct slopes. There will be no separate payment for this requirement. The cost shall be considered incidental to the contract.

The Contractor shall place one W8-1 (30" x 30") "BUMP" sign at each drop-off for each direction of traffic. The Contractor shall schedule his construction activities affected by the traffic flow, such that no area is left without pavement for longer than 5 working days. This means that once the Contractor commences the removal of existing pavement, he must restore the roadway with a full depth bituminous base course at that particular location within 5 working days, unless otherwise approved in writing by the Engineer.

5. **COLD WEATHER PAVING.** If the existing pavement is removed before the winter, the Contractor shall not close the project for the season until the new bituminous surface course has been placed and striped with temporary pavement markings.

6. **SIDE STREET/DRIVEWAY PAVING.** Any layer of bituminous pavement, (surface, binder, or base course) called for on side streets must be installed at the same time the layer is placed on the project roadway at that location. This continuous paving operation will provide for the placement of 3 feet at each side street. The practice of placing pavement on side streets after the main street has been paved results in cold joints at the gutter line of the main street and is not acceptable.

The Contractor must extend simultaneously the binder and Type I-1 surface course from the project roadway into all driveways, which are not constructed with Portland Cement Concrete for a length of 3 feet, thereby eliminating cold joints at the gutter line.

7. **SIDEWALK/DRIVEWAY CONSTRUCTION.** The Contractor must schedule his sidewalk/driveway construction activities such that no areas are left without paved sidewalks for more than seven (7) consecutive working days.

The intent being that once the Contractor commences the removal of old sidewalks he must install new sidewalks at that particular location within seven (7) consecutive working days. Where applicable, the Contractor will saw cut the existing sidewalk two (2) feet behind the face of the curb and complete all curb related activities prior to removing the remaining sidewalk area.

8. **REQUIRED EXCAVATION FOR SIDEWALK/DRIVEWAY CONSTRUCTION.** The Contractor will be required to excavate all existing surface material (excluding gravel borrow) to the limits shown on the plans in order to construct the sidewalk/driveway as required. It is anticipated that the existing gravel borrow sub-base immediate beneath existing sidewalks and driveways will be of suitable quality for re-use after trimming and fine grading.

9. **PAVEMENT "SQUARE-OFF".** The Contractor shall plan his paving operations so that at the end of each workday the entire roadway width is paved and "squared-off" to the same limit, approximately perpendicular to the direction of travel.

10. **REPAIRS TO FINAL RIDING SURFACE.** All repairs to the final riding surface must be performed with the infrared method. The infrared method will consist of cleaning the area, infrared heating, additional bituminous concrete mix, labor and all incidentals to complete the work to the satisfaction of the Engineer and at no additional cost to the Owner.

11. **BUY AMERICAN REQUIREMENTS.** As a result of the U.S. Code of Federal Regulations Title 23 and Section 165 of the Surface Transportation Assistance Act of 1982, only such permanently incorporated steel materials as have been manufactured in the United States will be used on all projects. Further, any pig iron and/or pelletized and reduced iron ore used to produce permanently incorporated steel materials or permanently incorporated non-steel products must be manufactured in the United States. Bidders are advised that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel materials.

Certification of Steel. All manufacturing processes of the steel material in a project (i.e., smelting, and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, and drilling and the application of coatings, including iron.

Minimal Use of Foreign Steel. Section 635.410(b)(4) of Title 23 CFR permits a minimal amount of foreign steel to be incorporated into a Federal-aid project. This amount is defined as one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The cost of the foreign steel is defined as its value delivered to the project.

12. UNDERGROUND TELEPHONE AND ELECTRIC CONSTRUCTION AND/OR ADJUSTMENTS. All contract required underground construction for both new and existing utility related electric and/or telephone facilities will be performed by a contractor approved by the appropriate utility company. This work will include all adjustments to manholes, frames, and covers as well. The Contractor will submit to the Engineer, prior to the preconstruction conference, written approval from the associated utility for that firm or those firms chosen by the Contractor to complete the required utility work. The only exception from submitting prior written authorization will be in cases where the Contractor chooses to have the work completed by one or more of the following preauthorized construction companies:

A. Narragansett Electric Authorized Utility Contractors:

1. J.H. Lynch & Sons, Inc.

50 Lynch Place
Cumberland, RI 02864

2. Universal Construction Co.

16 Starr Street
Johnston, RI 02919

3. R.P. Iannucillo & Sons Construction Co.

70 Calvery Street
Providence, RI 02908

B. Authorized Verizon Utility Contractors:

1. J.H. Lynch & Sons, Inc.

2. Universal Construction Co.

3. Parkside Site & Utility Co., Corp.

44 Maria Avenue
Johnston, RI 02919

4. Boyle & Fogarty Construction Co.

87 Swan Road
Smithfield, RI 02917

5. Cardi Corporation

400 Lincoln Avenue
Warwick, RI 02888

6. Dinobile Corporation

901 Branch Avenue
Providence, RI 02904

7. P. Cavaliere & Sons, Inc.
P.O. Box 1032
North Attleboro, MA 02760

C. Authorized New England Gas Contractors:

1. AGI Construction, Inc.
34 Appian Way
Smithfield, RI 02917

2. GPL Construction Co., Inc.
2612 Victory Hwy., P.O. Box 119
Glendale, RI 02826

13. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

All sidewalks being constructed have been designed to comply with ADA (American's with Disabilities Act) requirements. A minimum clearance of 36 inches of width at a point of narrowing excluding curb width, and 48 inches of continuous width elsewhere is required. Prior to installing any new sidewalks, the contractor must verify, by field review with the Engineer, that these requirements have been met. Sidewalk construction shall not commence without the prior approval of the Engineer in circumstances where these requirements cannot be attained. All work shall comply with the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, specifically the ADA standards for accessible design, latest edition, with all revisions, at a minimum and the Public Right-of-Way Accessibility Guidelines (PROWAG) where possible.

CONTRACT SPECIFIC GENERAL PROVISIONS

1. BRIEF SCOPE OF WORK:

DESCRIPTION

This project is for sidewalk improvements to Church Street (Rt 216) from Bradford Road (Rt 91) to Quarry Road in the Town of Westerly, Rhode Island. The work in the contract shall include, but not be limited to, the removal and disposal of the existing bituminous concrete curbing and sidewalks on the southwesterly side of the street, the installation of new granite curbing and Portland cement concrete sidewalks with accessible curb ramps and detectable warning panels, drainage improvements, pavement markings, signage, and all other incidentals, complete, in place, and accepted, as necessary to complete the work of this contract to the satisfaction of the Engineer.

2. LIST OF CONTRACT DRAWINGS:

Sheet No. Description

1	COVER
2	KEY PLAN
3-5	STANDARD SYMBOLS, LEGENDS & NOTES 1-2
6-7	JOB SPECIFIC SYMBOLS, LEGENDS & NOTES
8	TYPICAL SECTION
9-14	GENERAL PLANS 1-6
15-20	LOCATION PLANS 1-6
21-26	DRAINAGE & UTILITY PLANS 1-6
27	CONSTRUCTION DETAILS
28-33	SIGNING & STRIPING PLANS 1-6

3. UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION

The Contractor shall schedule his construction to allow for a coordinated highway and utility effort. Upon award, the Contractor shall notify the lead utility relative to his anticipated highway construction start date. Immediately following the Pre-construction Conference, the Contractor shall initiate any survey layout required for utilities.

Town of Westerly Police Dept. (401) 596-2022
Town of Westerly Fire Dept. (401) 596 0402
RIDEM Oil Spills (401) 222-1360

Kyle Zalaski,
Town Engineer
68 White Rock Road,
Westerly, RI 02891
401-348-2562
kzalaski@westerlyri.gov

Bill Beaugard
Assistant Director Public Works – Utilities
68 White Rock Road
Westerly, RI 02891
401-348-2561
abeaugard@westerlyri.gov

Christopher J Montalto
Supervisor of Distribution Design
National Grid (Electric)
280 Melrose Street,
Providence, RI 02907-2152
401-267-6653

Mr. Brian Doyle
Verizon
85 High Street
Pawtucket, RI 02860
(401) 736-7029

Mike Tupper
Engineer
National Grid (Gas)
Project Engineering & Design
40 Sylvan Road, E2.597
Waltham, MA 02451-1120
(781) 907-2838

David Velilla
Cox Communications
9 JP Murphy Highway
West Warwick, RI 02893
Tel (401) 615-1284
Fax (401) 615-1421

4. SEQUENCE OF CONSTRUCTION:

Action Required by the Contractor

The Contractor shall submit a construction schedule for approval by the Town prior to the Notice to Proceed. The Town's approval of the work sequence and time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address safe vehicle and pedestrian passage through this project.

Traffic control on this project shall adhere to the Traffic Control Plans shown on the Contract Drawings. The sequence of construction and phasing of traffic control shall be determined by the Contractor and submitted to the Engineer for approval. Traffic control shall adhere to the approved phases and be within the work zone areas shown on the Contract Drawings and the restrictions specified herein.

5. SPECIAL REQUIREMENTS FOR TRAFFIC PROTECTION:

Traffic Related Work Restrictions

In addition to the requirements of the Standard Specifications for Road and Bridge Construction and the special requirements of other sections of this Contract Document, the following requirements shall be undertaken by the Contractor. The Contractor shall be required to install and maintain proper warning and construction signing and protective devices at each work location to conform with the "Manual on Uniform Traffic Control Devices" (MUTCD), latest Edition, including all revisions. All traffic protection must be approved by the Engineer before any construction may commence.

The Contractor shall be responsible for maintaining appropriate construction related signing at all times. Any signs not appropriate for the lane closures, speed limits or any construction activity taking place at any given time shall be removed or covered to the satisfaction of the Engineer.

Whenever necessary or whenever directed by the Police Department, supplemental traffic control shall be provided by the Town of Westerly Police Department. All invoices received from the Town of Westerly Police Department shall be forwarded to the Town of Westerly Police Department for payment by the Town of Westerly. The Contractor shall be responsible for planning, coordinating, and making all arrangements for such services in accordance with his schedule of work. There shall be no separate payment for this. Any Police Traffic Control used in excess of the specified allowance shall be paid for by the Contractor, with no additional payment by the Town.

The construction operations of this project must be coordinated with the local community public safety officials. It is the Contractor's responsibility to coordinate the construction operations of this project with the local public safety officials. In case of an emergency, the Contractor will be required to move equipment and allow the passage of emergency vehicles. The safety of the residents of the area must be considered at all times. All temporary signs shall be erected so that they are not obstructed by barrels or cones.

All moving operations (i.e. placement of cones, striping, etc.) shall be in accordance with the latest edition of the MUTCD.

Safe access and egress to side streets and all residential and commercial driveways must be maintained at all times.

The schedule of permitted working hours for ALL Phases of the construction shall be as follows:

- Monday - Friday: 7:00AM to 6:00PM
- Saturday & Sunday - No Work allowed

- Holiday Restrictions - as below

During permitted working hours, the Contractor shall be allowed to close a maximum of one travel lane, provided such a closure is required by the nature of the operation and/or the restriction imposed upon the Contractor by these Specifications. The Contractor shall request in writing, providing no less than 48 hours notification, to the Engineer his intentions to enforce a lane closure. The Contractor's request shall demonstrate, in detail, the reasons for the lane closure. Closure of any lane shall only be permitted between the hours stipulated below in the Schedule of Permitted Lane Closures. During non-working hours, the Contractor shall maintain all travel lanes open to traffic.

The Schedule of Permitted Lane Closures for ALL Phases of the construction shall be as follows:

- Monday - Friday: No lane closures allowed between 7:00AM and 9:00AM or between 3:00PM and 6:00PM.
- Saturday & Sunday - No Closures allowed
- Holiday Restrictions as below - No Closures allowed

Holiday Restrictions

- Memorial Day, Victory Day, Labor Day & Columbus Day – No Saturday, Sunday, or Monday day or night work.
- Thanksgiving Day – No Wednesday night or Thursday day or night work. No work that affects traffic shall be performed by the contractor on Wednesday through Sunday of Thanksgiving week in any calendar year.
- Independence Day, Veterans Day, Christmas Day, New Year's Day - No day or night work and no work previous night.
- Easter Sunday– No Saturday and Sunday day or night work.
- All daytime work on any day before a weekday holiday or holiday weekend listed above must end by 1:00PM.

Traffic Control for Pedestrians

The construction of new sidewalk and crosswalks will result in lengths of sidewalk not being accessible to pedestrians. Any length of sidewalk not accessible to pedestrians shall be closed using the temporary signs and traffic control devices shown in the Sidewalk Closure Detail in the contract drawings.

Public Information Plan

Certain strategies will be used to provide information concerning the project to road users and the general community. These strategies include:

- Notifying all emergency services of the roadwork and associated traffic related restrictions.

Transportation Operations Plan

Certain strategies will be used to provide improved transportation operations/safety within the project work zones. These strategies include:

- Dedicated (paid) Police enforcement

6. PAVEMENT REHABILITATION SPECIFICS:

Pavement Removal and Disposal

Pavement removal and disposal will take place within the limits shown on the plans. The following provision applies when traffic will be allowed in areas where pavement is to be removed at the end of the workday. At the end of each working day, the pavement removal operation must be left in a "squared-off" condition, approximately perpendicular to the direction of travel.

Transverse "drop-offs" left at the end of each working day must be graded at a slope of 5 feet horizontally to 1-inch vertically. Temporary bituminous patching material may be used to construct slopes. There will be no separate payment for this requirement; the cost shall be considered incidental to the contract.

The Contractor shall place one W8-1 (30" x 30") "BUMP" sign at each drop-off for each direction of traffic.

Cold Planing

The Contractor shall schedule pavement removal such that no location within the limits of the project over which traffic flow is to be maintained shall remain without the base course for longer than 5 (five) working days, unless otherwise approved in writing by the Engineer.

The Contractor shall clean and sweep areas prior to the application of the surface course. Cleaning and sweeping of pavement will include removal of all pavement debris prior to the placement of the bituminous surface course. All cleaning and sweeping shall be done to the satisfaction of the Engineer. No separate payment will be made for cleaning and sweeping. Payment for cleaning and sweeping operations is included in the cost of the pavement operations.

Longitudinal "Drop Offs" (Outside Edges of Pavement).

Drop-offs greater than three inches but less than five inches shall be tapered to a 1:1 or flatter slope to existing ground. All drop-offs five inches or greater shall be tapered to a 4:1 or flatter slope to existing ground.

There will be no separate payment for any of these requirements. The cost shall be considered incidental to the Contract. Longitudinal drop-offs within the roadway cross section will not be allowed other than as detailed on the Plans or as described in the Specifications.

Asphalt Emulsion Tack Coat

The Contractor shall apply the asphalt emulsion tack coat to the existing pavement and the cold-planed surfaces. The Contractor is to allow sufficient time for the tack coat to break (weather dependent) prior to surfacing and take measures to prevent the tack coat from becoming contaminated during this time. Emulsion tack coat shall also be applied to vertical pavement faces between adjoining pavement sections. All applications on both horizontal and vertical surfaces shall be paid for under the appropriate pay item.

No tack coat shall be left exposed to traffic. Therefore, the Contractor shall apply the tack coat only to that area which he expects to complete final riding surface course or leveling course paving by the end of the day's operations.

Paving

The Contractor shall submit a paving schedule to the Engineer seven (7) days prior to the proposed paving date. The Contractor will be required to "square off" after each day's paving run.

Surface Course (2" Class 12.5 Hot Mix Asphalt) – The surfacing performed under this Contract shall match side streets and driveways to the rear corner radii or as otherwise noted, and as directed by the Engineer, including cutting and matching as required.

If the existing pavement is removed before the winter, the Contractor shall not close the project for the season until a new bituminous base course has been placed and striped with temporary epoxy resin pavement markings.

7. DRAINAGE NOTES:

All rim elevations shall be set approximately one half (1/2) inch below final pavement grade or as directed by the Engineer. Prior to commencing work, appropriate sedimentation protection (R.I. Std. 9.8.0) at all catch basin inlet locations are to be installed. The Contractor shall also adhere to the additional erosion protective measures as stipulated in the Department of Environmental Management Permit.

Should the Contractor decide to install drainage components in advance of removing the existing pavement and/or sidewalk, all such pavement/sidewalk shall be saw cut in advance of the work. The cost of all full-depth saw cutting of existing pavement shall be incidental to the drainage installation items and no additional cost shall be borne by the Town. Unless otherwise specified, all full-depth saw cutting for other work items shall be paid using the appropriate item.

8. CURB NOTES:

Should the Contractor decide to install curbing in advance of removing the existing pavement and/or sidewalk, all such pavement/sidewalk shall be saw cut in advance of the work. The cost of all full-depth saw cutting of existing pavement shall be incidental to the curbing installation items and no additional cost shall be borne by the Town. Unless otherwise specified, all full-depth saw cutting for other work items shall be paid using the appropriate saw cut item.

9. PAVEMENT MARKINGS:

Final pavement markings shall be white and yellow epoxy resin pavement markings. The epoxy pavement markings shall be placed on the finished course of pavement no sooner than 2 weeks, but no longer than 4 weeks after placement of final surface course.

Temporary waterborne paint must be placed on roadways surfaces within 24 hours after the completion of the road surface removal operations. Temporary waterborne paint must be used at the end of each day of paving the first layer of the finished course of pavement.

All pavement markings are to be in accordance with the requirements of the "Manual on Uniform Traffic Control Devices", latest Edition, including all revisions. All existing striping must be replaced "in-kind", where required, unless otherwise detailed in these specifications, on the Contract Drawings or as directed by the Engineer.

It is the Contractor's responsibility to reflect the exact location of all existing pavement markings where applicable, including crosswalks, stop bars, edge markers, arrow and "ONLY" markings, onto newly finished surfaces. The Contractor shall make all the necessary arrangement to enable him to re-establish these locations before any overlay commences.

10. SIDEWALK CONSTRUCTION:

The Contractor must schedule his sidewalk construction activities such that no areas are left without paved sidewalks for more than seven (7) consecutive working days. The intent being that once the Contractor commences the removal of old sidewalks he must install new sidewalks at that particular location within seven (7) consecutive working days. Where applicable, the Contractor will saw cut the existing sidewalk

two (2) feet behind the face of the curb and complete all curb related activities prior to removing the remaining sidewalk area.

When the existing sidewalk abuts a wall or foundation, the Contractor shall saw cut the sidewalk six (6) inches from the wall or foundation before removing the sidewalk. The Contractor will be responsible for any damage to the wall or foundation caused by his construction.

11. BLASTING RESTRICTIONS:

Blasting will be prohibited on this Contract.

12. ADJUSTMENT OF UTILITY STRUCTURES:

All utility castings shall be reset to final pavement grade on all areas of pavement that are open to vehicular and/or bicycle traffic.

13. DAMAGE TO EXISTING UTILITY STRUCTURES:

The location of all utilities as shown on the plans is approximate. The Contractor shall check and verify the exact location of all existing utilities and service connections, both underground and overhead with Dig Safe. Any damage sustained to the utilities as a result of the Contractor's operation shall be the Contractor's responsibility.

In addition, the Contractor will be responsible for the following:

- any damage to any existing structures or equipment in the roadway.
- any damage to existing walls, fences, etc.
- any damage to existing fire alarms/fire boxes in the sidewalk.

14. STORAGE OF CONSTRUCTION MATERIALS AND/OR EQUIPMENT;

The Contractor shall submit for approval the location of Material & Equipment Storage to the Engineer.

15. SPECIAL NOTE TO THE CONTRACTOR:

The Contractor is responsible for damage to any existing structures, equipment, or signs in the roadway and the side of the road area. Any grass existing in the gutter line shall be removed prior to any paving operations. Any damage to existing walls, steps, foundations, fences, walkways, etc. caused by the Contractor shall be repaired by the Contractor at no additional cost to the Town.

The Contractor should make every effort to avoid debris from falling into catch basins. Should any debris fall inside a structure, it shall be removed immediately.

The Contractor shall be responsible for the setting out of lines and grades of the proposed works and all costs shall be borne by the Contractor at his own expense.

16. COORDINATION WITH OTHER CONTRACTS:

It shall be the Contractor's responsibility to coordinate, cooperate, and schedule his work and all segments thereof with the Engineer, other contractors, utility owners, and applicable local authorities.

17. WORKER HEALTH AND SAFETY:

The CONTRACTOR shall submit one copy of the CONTRACTOR'S Health and Safety Plan to the Engineer.

18. SHOP DRAWING SUBMISSION GUIDE:

The following list of items of work for which shop drawings and/or other submittals are required is provided for convenience of the Contractor. This list includes only the major items of work; it does not itemize all submittals required by the contract documents.

The Contractor is responsible for timely submission of all shop drawings and other documents required by the contract. No extra payment will be made, nor will any extension be made to the contract completion date for making required submittals.

19. MATERIALS TESTING AND CERTIFICATIONS:

It is the Contractors responsibility to provide a minimum of 24 hour advance notice to the Town of Westerly prior to delivery of materials or fabrication of pre-cast structures. It is the responsibility of the Contractor to submit all certificates of compliance as applicable prior to delivery of any materials to the site.

20. INCIDENT MANAGEMENT:

In the event of an accident, or other unforeseen incidents, the Contractor shall positively cooperate with local authorities by providing traffic control devices, personnel, equipment and material as requested and/or required, both on and off site. In the event of a resident's emergency condition, the Contractor shall clear the way for ambulances, fire trucks, etc. travelling to or passing through the project area.

21. ENVIRONMENTAL PERMITS:

The proposed improvements drain to watersheds directly tributary to environmental resource areas (wetlands and surface water bodies) under the jurisdiction of the RIDEM Office of Freshwater Wetlands.

Prior to commencement of construction activities, the following permits are anticipated to be issued by RIDEM:

- Insignificant Alteration Permit (Freshwater Wetlands)
- Stormwater General Permit for Construction Activity (RIPDES Program)

Copies of these documents will be issued to the Contractor upon receipt of them from RIDEM. Upon their receipt by the Contractor, all conditions and requirements of these permits, applicable to the **CHURCH STREET SIDEWALK IMPROVEMENTS PROJECT**, will be incorporated into and shall be considered integral to these specifications and shall be adhered to at all times by the Contractor.

The Contractor shall take special note of the Soil Erosion and Sediment Control (SESC) plan enclosed herein. The SESC details the anticipated erosion & sediment controls required for this project. The Contractor shall be responsible for completing and submitting the final SESC prior to the start of work for approval by the RIPDES program, and for subsequently updating (as needed) and working in conformance with the same for the duration of the project. All applicable sections of the SESC must be signed by the contractor and applicable subcontractors prior to issuance of the Notice to Proceed.

As part of the SESC, the Contractor must designate a SESC contact person experienced in storm water management on large construction sites, who shall be available on site throughout the duration of the project, and who shall have authority to direct contractor's personnel and/or subcontractor's personnel in carrying out corrective actions requested by the RIDEM, the Owner, and/or its designated representative. The Contractor's designated SESC contact person must be available to oversee all SESC related activities and to accompany the Owner's representative, as requested, when inspections are performed.

The costs associated with the administration of the SESC shall be considered incidental to the work and shall not be compensated for separately. The costs of implementing elements of the SESC for which there are individual payment items (e.g. hay bales, silt fence, etc.) shall be compensated under the specific payment items in accordance with the measurement and payment section of these specifications.

22. PARTIAL PAYMENT OF LUMP SUM ITEMS:

Each bi-weekly period the Engineer and the Contractor will consult and subsequently agree on the progress of work performed under those lump sum items indicated in the Bid Schedule. Partial payments for the completed and accepted portions of such work will be made to the Contractor based on the Engineer's estimate of the value of said completed work.

Prior to award of the Contract, or in any case within ten (10) calendar days after the date of the Notice of Award, the Contractor shall submit to the Engineer for approval two copies of the breakdown of each lump sum bid item that appears in the Bid Schedule, (excluding the Mobilization and Maintenance and Movement Traffic Protection Items). The breakdown shall consist of the Contractor's quantities, the unit prices, and the units of measurement used in preparing the bid. All other additional costs (such as engineering, shop drawings, formwork, equipment, etc.) to complete those items of work shall be included and distributed in the breakdown of those listed items. For other lump sum items not identified on the Plans, the Contractor shall provide a breakdown of the various items that constitute the respective lump sum work items.

The Engineer will use the Lump Sum breakdowns submitted by the Contractor if they fairly represent the cost of the various items of work. If, in the opinion of the Engineer, the prices submitted by the Contractor do not fairly represent the cost of the various items of work, the Engineer may substitute other prices that do fairly represent the cost of such work.

JOB SPECIFIC TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Specifications to govern this project are the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and all compilations and the State and Federal Special Provisions included in the CONTRACT Documents. Standard details for this project are Rhode Island Standard Details, latest edition, with all revisions or the Town of Westerly Standard Details as noted on the plans. All traffic control devices and signage to be in accordance with the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition at time of Bid.

In various places of the Special Provisions, the words “State”, “Department”, and “Engineer” are intended to mean the “Town of Westerly” or its assigned representative.

Work Items for this Project are referenced with Item Numbers and Item Descriptions similar to those currently in use by RIDOT. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the RIDOT Standard Specifications, unless modified in the Technical Specifications, Contract Documents, and/or the Plan Set.

The “Town of Westerly” will be providing construction project administration, will be in charge of the work, and will make all decisions in its own behalf. A representative of the Town will inspect this project.

If two details are similar, the Town detail shall take precedence unless directed otherwise by the Town.

In various places of the Special Provisions, the words “Resident Engineer” are intended to mean the “Town of Westerly” or its assigned representative.

JOB SPECIFIC TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

ITEM 206.9901 INLET SEDIMENT CONTROL DEVICE

ITEM 702.9901 CONTECH CDS2020-C HYDRODYNAMIC SEPARATOR

ITEM 901.9901 TERMINAL END SECTION SINGULAR FACE STD 34.3.2 (POWDER COATED)

ITEM 901.9902 GUARDRAIL STEEL BEAM ANCHORAGE APPROACH SECTION (POWDER COATED)

ITEM 901.9903 GUARDRAIL STEEL BEAM SINGLE FACE STD 34.2.0 (POWDER COATED)

ITEM 905.9901 4 INCH PORTLAND CEMENT SIDEWALK MONOLITHIC, STD 43.1.0

ITEM 905.9902 8 INCH PORTLAND CEMENT CONCRETE CURB RAMPS

ITEM 905.9903 8 INCH PORTLAND CEMENT CONCRETE DRIVEWAYS, STD 43.5.0

ITEM 914.9901 UNIFORMED OFFICER WITH VEHICLE

ITEM 919.9901 TEST PITS

ITEM T20.9901 6 INCH BLACK AGGREGATE COVER-UP RESIN PAVEMENT MARKING

ITEM T20.9902 12 INCH BLACK AGGREGATE COVER-UP RESIN PAVEMENT MARKING

ITEM 206.9901**INLET SEDIMENT CONTROL DEVICE**

DESCRIPTION. The work under this item shall conform to the requirements of Section 206 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition. Work under this item includes the furnishing, installation, maintenance, and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system.

MATERIALS. The fabric sack shall be a material suitable for erosion control applications and shall be included on the Department's Approved Materials List or be an approved equivalent. To be approved, proposed equivalents must include the following: a method for securing the device in place, interior handles for use in removing the device for cleaning, and a permanent marking which indicates the level of sediment accumulation at which cleaning is required.

CONSTRUCTION METHOD.

- a. **Installation.** Inlet Sediment Control Devices shall be installed in catch basins with drop inlets within the project limits and where required by the Engineer.

The device shall be manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert sack shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The sack (filter material) shall be installed, secured, maintained, and removed in accordance with the manufacturer's written instructions and as directed by the Engineer.

Devices shall remain in place until surface borne sediment has been stabilized after completion of final pavement and sidewalk placement, and the adjacent graded areas have become permanently stabilized by vegetative growth, and/or as directed by the Engineer. Devices shall be removed for the period of winter shutdown, provided that the contributing area has been temporarily stabilized to control/prevent alluvial flow. In areas where the devices remain in place during winter shutdown, the contractor is responsible for maintaining them in accordance with this specification, the manufacturer's written instructions, permit requirements, and project specific plan for soil erosion, sediment control and stormwater pollution prevention during the winter shutdown. Following the winter shutdown, the devices shall be reinstalled in accordance with this specification prior to resuming work. Where the devices remain in place during the winter, they shall be removed when the daily temperature is forecast to be at or below freezing.

The Contractor shall inspect the condition of the sacks after each rainstorm of greater than 0.25" as measured by the rain gauge selected for the project in the plan for soil erosion, sediment control and stormwater pollution prevention, or as measured at T.F. Green Airport if the project does not have another gauge selected, and during major rain events. Sacks shall be cleaned periodically, according to manufacturer's written instructions, to remove and legally dispose accumulated material as required. Sacks that become damaged, including damage to the handle(s) required for removing the sack from the basin, during construction operations shall be repaired or replaced immediately at no additional cost or time to the Owner.

When emptying the sack, the Contractor shall ensure the captured material does not enter the structure. Silt and other debris found in the drainage system at the end of construction shall be removed at the Contractor's expense. The silt and sediment from the sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site or used in construction. All curb inlets shall be blocked to prevent stormwater from bypassing the device.

- b. Removal.** Inlet Sediment Control Devices, including all silt and debris, shall be removed in their entirety at the conclusion of the project or when the phase of the project upstream has been completed, as directed or approved by the Engineer and in accordance with the applicable provisions of Section 212 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition.

METHOD OF MEASUREMENT. “Inlet Sediment Control Device” will be measured by the number of units per “Each” actually furnished, installed, maintained and removed in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT. The accepted quantity of “Inlet Sediment Control Device” will be paid for at the contract unit price per “Each” as listed in the Proposal. The price so-stated constitutes full and complete compensation for all materials, labor and equipment, and all incidental costs required to complete the work, complete and accepted by the Engineer.

Payment for removal and disposal of the sediment from the insert will be made under the “Cleaning and Maintenance of Erosion Controls” bid item.

ITEM 702.9901 CONTECH CDS2020-C HYDRODYNAMIC SEPARATOR

DESCRIPTION. The work under this item shall conform to the requirements of Section 702 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition. This work consists of furnishing and installing precast hydrodynamic separators.

MATERIALS. “CONTECH CDS2020-C Hydrodynamic Separator shall be manufactured by Contech Engineered Solutions LLC, complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents. The specified structure may be substituted with an approved equal per the Engineer.

CONSTRUCTION METHODS. All parts of this item shall be installed per RIDOT Standards and Specifications and/or by the Manufacturer’s specifications at the direction and approval of the Engineer.

METHOD OF MEASUREMENT. “CONTECH CDS2020-C Hydrodynamic Separator” will be measured by the number per “Each” such unit actually installed in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT. The accepted quantities of “CONTECH CDS2020-C Hydrodynamic Separator” will be paid for at the respective contract unit price per “Each” such unit as listed in the Proposal. The price so-stated constitute full and complete compensation for all labor, materials, and equipment for providing said structures including excavation (except rock excavation), placing and compacting backfill, steps, the legal disposal of all surplus excavated and/or unsuitable material, backfill, gravel borrow, compaction, and all other incidentals required to finish the work, complete and accepted by the Engineer.

ITEM 901.9901 TERMINAL END SECTION SINGULAR FACE STD 34.3.2 (POWDER COATED)
ITEM 901.9902 GUARDRAIL STEEL BEAM ANCHORAGE APPROACH SECTION
ITEM 901.9903 GUARDRAIL STEEL BEAM SINGLE FACE STD 34.2.0 (POWDER COATED)

DESCRIPTION. The work under this item shall conform to the requirements of Section 901 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition, all relevant RIDOT TAC's, and shall conform to the AASHTO Manual for Assessing Safety Hardware (MASH), latest edition. This work consists of constructing new steel beam guardrail shown in the Plans.

METHOD OF MEASUREMENT. "Terminal End Section Singular Face Std 34.3.2 (Powder Coated)" will be measured per "Each" actually installed in accordance with the Plans and/or as directed by the Engineer.

"Guardrail Steel Beam Anchorage Approach Section (Powder Coated)" and "Guardrail Steel Beam Single Face Std 34.2.0 (Powder Coated)" will be measured by the number of "Linear feet" of guardrail actually installed in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT. The accepted quantities of "Terminal End Section Singular Face Std 34.3.2 (Powder Coated)" will be paid for at the contract unit price per "Each" as listed in the Proposal. The accepted quantities of "Guardrail Steel Beam Anchorage Approach Section (Powder Coated)" and "Guardrail Steel Beam Single Face Std 34.2.0 (Powder Coated)" will be paid for at the contract unit price per "Linear Foot" as listed in the Proposal. The prices so- stated constitute full and complete compensation for all labor, materials and equipment, and for all other incidentals required to finish the work, complete and accepted by the Engineer.

ITEM 905.9901 4 INCH PORTLAND CEMENT SIDEWALK MONOLITHIC, STD 43.1.0
ITEM 905.9902 8 INCH PORTLAND CEMENT CONCRETE CURB RAMP
ITEM 905.9903 8 INCH PORTLAND CEMENT CONCRETE DRIVEWAYS, STD 43.5.0

DESCRIPTION. The work under this item shall conform to the requirements of Section 905 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition. This work consists of constructing new Portland cement concrete sidewalks and driveways as shown in the Plans.

CONSTRUCTION METHOD. All construction methods shall be in accordance with Section 905 and 600 of the Standard Specifications except where otherwise described in this Specification.

Construction shall adhere to the details in these Contract Documents.

All sidewalks shall be 4000 PSI 28 day compressive strength concrete at a depth of four (4) inches.

All driveways shall be 4000 PSI 28 day compressive strength concrete at a depth of eight (8) inches with 6" x 6" – W4 x W4 welded wire mesh.

All curb ramps shall be 4000 PSI 28 day compressive strength concrete at a depth of eight (8) inches with 6" x 6" – W4 x W4 welded wire mesh, or as otherwise indicated in the Plans.

METHOD OF MEASUREMENT. "4 Inch Portland Cement Sidewalk Monolithic, Standard 43.1.0," "8 Inch Portland Cement Concrete Curb Ramps," and "8 Inch Portland Cement Concrete Driveway, Standard 43.5.0" will be measured by the number of "Square Yards" of pavement actually placed in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT. The accepted quantities of “4 Inch Portland Cement Sidewalk Monolithic, Standard 43.1.0,” “8 Inch Portland Cement Concrete Curb Ramps,” and “8 Inch Portland Cement Concrete Driveway, Standard 43.5.0” will be paid for at the contract unit prices per “Square Yard” as listed in the Proposal. The prices so- stated constitute full and complete compensation for all labor, materials and equipment, including expansion joint material, reinforcement, installing welded wire mesh, and incidentals to produce, place, and protect the concrete as herein specified, in addition to any requirements in the Specifications for the particular use, except that a reduction in payment will be made for each Lot of Concrete not fully accepted, and for all other incidentals required to finish the work, complete and accepted by the Engineer.

ITEM 914.9901 UNIFORMED OFFICER WITH VEHICLE

DESCRIPTION. This work shall consist of furnishing qualified uniformed officers, as required to direct or control traffic through or around the work or as ordered. Uniformed officers shall have legal authority to enforce traffic laws on the roadways within the work zone. Uniformed officers may be utilized for their specific authority for operations, such as assistance in speed control and traffic law enforcement, as necessary, and as approved by the Engineer.

MATERIALS. Vehicles for use with uniformed officers shall be official police vehicles with appropriate police markings and blue flashing lights that are visible from 360° around the vehicle and to oncoming traffic. Given the variability of markings and light arrangements of police vehicles, the final determination of acceptable police vehicles shall be made by the Engineer. Police vehicles with roof mounted lights are preferable when available. Police vehicles used at night shall have dimmable blue flashing lights appropriate for nighttime operations. Two-way radios for uniformed officers and flaggers shall be dependable, providing clear communication at all times between radio operators.

CONSTRUCTION: Uniformed officers furnished by the Contractor shall have had formal training in the Safe & Effective Use of Law Enforcement in Work Zones (Federal Highway Administration (FHWA)) course or Law Enforcement Course (The American Traffic Safety Services Association (ATSSA)) or equivalent course. This training is to be arranged and provided for by the law enforcement agency prior to such assignment. Upon request by the Engineer, the officer shall provide verification of training within 48 hours. Uniformed officers shall be attired with regulation duty uniforms, headgear, high-visibility apparel in accordance with the MUTCD, and shall wear an exposed badge.

Uniformed officers shall work well alone and as a member of a group, since traffic control operations are a team effort. Therefore, uniformed officers shall also possess strong communication skills, as relaying traffic information to others (uniformed officers, flaggers, construction personnel, the public, etc.) is essential. The Contractor shall be responsible for providing specific instructions to uniformed officers regarding their duties and responsibilities, both to the public and to their fellow workers on the job. They shall have authority to direct the movement of construction vehicles as well as vehicles of the traveling public, and shall do all that is reasonable to expedite that movement. Uniformed officers shall have police powers granted by the authorities having legal jurisdiction in the work area. The Contractor shall designate a person as the responsible party to coordinate the traffic control procedures. This person shall be responsible to collect and report the time of actual traffic control to the Engineer. When more than one Uniformed Officer with vehicle is required for traffic control, effective communication shall be maintained between stations. If effective communication cannot be maintained by voice or hand signals, two-way radios shall be used. Necessary safety precautions shall be taken when two-way radios are used in the vicinity of blasting operations.

METHOD OF MEASUREMENT. “Uniformed Officers with Vehicles” will be measured by the actual numbers of “Hours” authorized, as determined by the Engineer. The Contractor's schedule for utilizing uniformed officers with vehicles shall be agreed upon cooperatively with the Engineer. The Contractor may furnish additional traffic control personnel at their expense but only those agreed upon by the Engineer will be measured for payment. In no case shall uniformed officers be paid less than the flagger rate as specified in the Contract.

BASIS OF PAYMENT. The “Hours” authorized for “Uniformed Officers with Vehicles” will be paid for at the invoice value. The invoice may include salary, fringe benefits, and overtime for the rank of officer appropriate to perform the required duties, and a reasonable vehicle use charge for uniformed officers with vehicle.

ITEM 919.9901 TEST PITS

DESCRIPTION. The work under this item shall conform to the requirements of Section 919 of the Rhode Island Standard Specifications for Road and Bridge Construction, latest edition. This work consists of excavating exploratory test pits.

CONSTRUCTION METHOD. Test pit excavations include all of the following items, the construction methods for which are specified elsewhere in these Specifications:

- 1) Sawcutting
- 2) Breaking up and disposal of existing pavements.
- 3) Test pit excavation, data collection, engineering
- 4) Backfill and compaction, where required.
- 5) Loam and seeding, where required.
- 6) Replacement paving, which shall match as nearly as possible the existing pavement in thickness.

METHOD OF MEASUREMENT. "Test Pits" shall be measured by the number of “Each” such individual pits actually excavated, regardless of whether or not utilities were located or water table elevations were determined.

BASIS OF PAYMENT. The accepted quantity of "Test Pits" will be paid for at the contract unit price per “Each” such excavation as listed in the Proposal. The price so-stated constitutes full and complete compensation for labor, materials, and equipment, including sawcutting and matching pavement, removal and legal disposal of existing pavements, excavation, pumping and bailing, backfill, compaction, loaming and seeding, replacement of pavement, where required, and for all other incidentals required to finish the work, complete and accepted by the Engineer.

ITEM T20.9901 6 INCH BLACK AGGREGATE COVER-UP RESIN PAVEMENT MARKING

ITEM T20.9902 12 INCH BLACK AGGREGATE COVER-UP RESIN PAVEMENT MARKING

DESCRIPTION: This item shall consist of furnishing and installing black aggregate cover-up resin pavement markings of the width specified to cover existing markings in accordance with the Plans and Specifications. All work shall also conform to the applicable requirements of **SECTION T20**

PAVEMENT MARKINGS of the RIDOT Standard Specifications for Road and Bridge Construction 2004 Edition (Amended March 2018), or latest edition with all revisions.

The black aggregate cover-up resin pavement markings shall be a highly durable, skid resistant, and non-reflective material designed to cover existing pavement markings.

The black aggregate cover-up resin pavement marking material, when applied according to the recommendations of the manufacturer, shall provide a neat, durable masking that will not flow or distort. The black aggregate cover-up resin pavement marking material shall be weather resistant and, through normal traffic wear, shall show no wearing which would significantly impair the intended usage.

MATERIALS: Materials for this work shall conform to **SECTION M.17** of the RIDOT Standard Specifications for Road and Bridge Construction 2004 Edition (Amended March 2018), or latest edition with all revisions.

Black Cover-up Resin Pavement Markings:

Identification: Each container shall have a label affixed to it with the following information thereon: name and address of manufacturer, shipping point, grade production batch number, date of manufacture, grade name and/or identification number, type of material, number of liters, contract number, use intended, directions for application, and formula. Improperly labeled samples and deliveries shall be rejected.

Certification: For each batch of black cover-up resin, a Certified Test Report shall be submitted from an independent testing laboratory for acceptance by the Engineer, prior to installation on the project.

Detailed Requirements:

(a) Cover-up Resin Material: The material shall be composed of resins and pigments only.

(b) Composition:

Component	Percent by Weight (Mass)
Carbon Black (<i>ASTM D 476 Type III</i>)	7 ± 2
Talc	14 ± 2
Resins	79 ± 4

(c) Black Aggregate: The moisture resistant aggregate shall meet the gradation requirements as follows:

Sieve Size	Percent Retained
#20 (850 μm)	23 - 38
#50 (300 μm)	58 - 74
#270 (53 μm)	1 - 6
Pan	0 - 0.5

The moisture resistant aggregate shall have a urethane coating. The aggregate shall be angular with no dry dispensement pigment allowed.

(d) Adhesion: The black resin pavement marking material shall be formulated so as to adhere to the pavement and existing pavement markings under climatic and traffic conditions normally encountered in the construction work zone.

(e) Abrasion Resistance: When the abrasion resistance of the material is tested according to ASTM D 4060 with a CS-17 wheel under a load of 1000 grams for 1000 cycles, the wear index shall be no greater than 82.

(f) Hardness: The Type D durometer hardness of the material shall not be less than 75 nor more than 90 when tested according to ASTM D 2240 after the material has cured for 72 hours at $73.5^{\circ} \text{ F} \pm 3.5^{\circ} \text{ F}$.

(g) Compressive Strength: The compressive strength of the material, when tested according to ASTM D 695, shall not be less than 12,000 psi after 72 hours cured at $73.5^{\circ} \text{ F} \pm 3.5^{\circ}$.

CONSTRUCTION METHODS: The black aggregate cover-up resin pavement markings shall be applied strictly in accordance with the manufacturer's recommendations and installed as shown on the plans and to the control points as established by the Engineer.

The areas to be covered shall be dry and sufficiently cleaned of sand and debris so as to provide an acceptable bond. All surfaces which are power washed shall be allowed to dry sufficiently prior to the application of the black aggregate cover-up resin pavement markings. The areas that have been pre-marked shall be broom cleaned immediately prior to the application of the black aggregate cover-up resin pavement markings.

Operations shall be conducted only when the road surface temperatures are 32° F and rising. Operations shall be discontinued during periods of rain and shall not continue until the Engineer determines that the pavement surface is dry enough to achieve adhesion. The cover-up resin pavement markings shall be applied uniformly to a prepared surface in a manner that ensures a minimum wet film thickness (without black aggregate) of 20 mils +/- 1 mils (500 um +/- 25 um).

Black aggregate shall be applied at a rate of 100 pounds per gallon of black aggregate pavement marking material. The black aggregate shall be applied using a double drop system, with each drop distributing 50 pounds per gallon of black aggregate pavement marking material.

The black aggregate cover-up resin pavement markings shall extend approximately 1 inch beyond the edges of the existing markings which are to be covered.

After application, the pavement markings shall be protected from crossing vehicles for a time at least equivalent to the drying time of the material, as specified by the manufacturer.

Initial, In-Service Retro-Reflectivity and Serviceability for Cover-Up Long-Lines:

In order to be acceptable, the applied cover-up markings shall meet the following maximum retro-reflectivity and minimum serviceability readings, as measured by the Engineer using a Retrometer with 30-meter geometry:

1. Initial Retro-reflectivity: shall measure up to a maximum of 20 milli-candelas per square meter per lux, or as otherwise approved by the Engineer, when tested within 14 days of installation.
2. In-service retro-reflectivity: shall measure up to a maximum of 30 milli-candelas per square meter per lux, or as otherwise approved by the Engineer when tested at anytime within one (1) year of installation.
3. Yearly calibration certificates shall be submitted to the Engineer before work is allowed to begin.
4. The Contractor shall replace, at its own expense, such amount of cover-up resin pavement markings that fail the initial or in-service retro-reflectivity when, in the opinion of the Engineer, it is no longer effective for the intended use or do not meet the requirements, as specified herein.

METHOD OF MEASUREMENT: “6 Inch Black Aggregate Cover-Up Resin Pavement Marking” and “12 Inch Black Aggregate Cover-Up Resin Pavement Marking” will be measured by the number of “Linear Feet” (excluding skips and spaces) actually installed in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT. The accepted quantities of “6 Inch Black Aggregate Cover-Up Resin Pavement Marking” and “12 Inch Black Aggregate Cover-Up Resin Pavement Marking” will be paid for at their respective contract unit prices per “Linear Foot” as listed in the Proposal. The prices so-stated shall constitute full and complete compensation for all labor, tools, materials and equipment, layout, cleaning and sweeping, furnishing and applying the pavement markings, including protection of newly applied markings from traffic, and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

SOIL EROSION AND SEDEMENT CONTROL (SESC) PLAN

Soil Erosion and Sediment Control Plan
For:
Church Street Sidewalk Improvement Project

Church Street

Westerly, RI 02808

Owner:

Town of Westerly
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Operator:

*TO BE DETERMINED UPON
CONTRACT AWARD*

Company Name
Name
Address
City, State, Zip Code
Telephone Number
Email Address

Estimated Project Dates:

Start Date: Start Date
Completion Date: End Date

SESC Plan Prepared By:

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**SESC Plan
Preparation Date:**

Jan 2020

SESC Plan Revision Date:

Soil Erosion and Sediment Control Plan
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

OPERATOR CERTIFICATION

Upon contract award, the OPERATOR must sign this certification statement before construction may begin.

I certify under penalty of law that this document and all attachments were prepared under the direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that it is the responsibility of the owner/operator to implement and amend the Soil Erosion and Sediment Control Plan as appropriate in accordance with the requirements of the RIPDES Construction General Permit.

Operator Signature:

Date

Contractor Representative: Name

Contractor Title: Title

Contractor Company Name: Company Name (if applicable)

Address: Mailing Address

Phone Number: Phone Number

Email Address: Email

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This Table of Contents is structured to be automatically populated by Microsoft Word. Upon final completion of this template, “right-click” anywhere in the Table of Contents, select “Update Field”, and then “Update entire table”. Page numbers will automatically be synced with the changed document.

Soil Erosion and Sediment Control Plan
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INTRODUCTION

The purpose of erosion, runoff, and sedimentation control measures is to prevent pollutants from leaving the construction site and entering waterways or environmentally sensitive areas during and after construction. This SESC Plan has been prepared prior to the initiation of construction activities to address anticipated worksite conditions. The control measures depicted on the site plan and described in this narrative should be considered the minimum measures required to control erosion, sedimentation, and stormwater runoff at the site. Since construction is a dynamic process with changing site conditions, it is the operator's responsibility to manage the site during each construction phase so as to prevent pollutants from leaving the site. This may require the operator to revise and amend the SESC Plan during construction to address varying site and/or weather conditions, such as by adding or realigning erosion or sediment controls to ensure the SESC Plan remains compliant with the RIPDES Construction General Permit. Records of these changes must be added to the amendment log attached to the SESC Plan, and to the site plans as "red-lined" drawings. Please Note: **Even if practices are correctly installed on a site according to the approved plan, the site is only in compliance when erosion, runoff, and sedimentation are effectively controlled throughout the entire site.**

It is the responsibility of the site owner and the site operator to maintain the SESC Plan at the site, including all attachments, amendments and inspection records, and to make all records available for inspection by RIDEM during and after construction. (RIPDES CGP - Part III.G)

The site owner, the site operator, and the designated site inspector are required to review the SESC Plan and sign the Party Certification pages (Section 8). The primary contractor (if different) and all subcontractors (if applicable) involved in earthwork or exterior construction activities are also required to review the SESC Plan and sign the certification pages before construction begins.

Any questions regarding the SESC Plan, control measures, inspection requirements, or any other facet of this document may be addressed to the RIDEM Office of Water Resources, at 401-222-4700 or via email: water@dem.ri.gov.

SOIL EROSION AND SEDIMENT CONTROL PLAN GUIDENCE

Soil Erosion and Sediment Control Plan
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

SECTION 1: SITE DESCRIPTION

1.1 Project/Site Information

Project/Site Name:

- CHURCH STREET SIDEWALK IMPROVEMENT PROJECT
- The project proposes replacing approximately 3,700 feet of existing bituminous concrete curbing and sidewalk on the southwest side of the street with new granite curbing and Portland cement concrete sidewalks. The work is limited to one side of the street and includes the replacement of the existing bituminous concrete sidewalk (which is about four (4) to six (6) feet wide) with a new five (5) foot wide concrete sidewalks, driveways, and accessible curb ramps. The project also includes lane, crosswalk, and stop bar pavement marking removal and restriping. Drainage improvements include the addition of two drop inlets and two manholes with sumps at two existing outfall locations, as well as outfall improvements such as rip rap dispersion.

Project Street/Location:

- Church Street (Rt 216) from Bradford Road (Rt 91) to Quarry Road
- See Attachment A for the General Location Map.

Provide construction site estimates of the total area of the site and the total area of the site that is expected to undergo soil disturbance.

The following are estimates of the construction site area:

- | | |
|--------------------------------------|------------|
| • Total Project Area | 0.72 acres |
| • Total Project Area to be Disturbed | 0 acres |

Yes No The Limits of Disturbance have been marked in the field

1.3 Natural Heritage Area Information

RIPDES CGP - Part III.H

Each project authorized under the RIPDES Construction General Permit must determine if the site is within or directly discharges to a Natural Heritage Area (NHA). DEM Natural Heritage Areas include known occurrences of state and federal rare, threatened and endangered species. [Review RIDEM NHA maps](#) to determine if there are natural heritage areas on or near the construction site that may be impacted during construction. For more information you may contact the RIDEM Rhode Island Natural Heritage Program <mailto:plan@dem.ri.gov>

Are there any Natural Heritage Areas being disturbed by the construction activity or will discharges be directed to the Natural Heritage Area as a result of the construction activity?

Yes No

If yes, describe or refer to documentation which determines the likelihood of an impact on this area and the steps that will be taken to address any impacts.

- INSERT TEXT HERE

Soil Erosion and Sediment Control Plan
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1.4 Historic Preservation/Cultural Resources

The National Historic Preservation Act, and any state, local, and tribal historic preservation laws apply to construction activities. As with endangered species, some permits may specifically require you to assess the potential impact of your stormwater discharges on historic properties. However, whether or not this is stated as a condition for permit coverage, the National Historic Preservation Act and any applicable state or tribal laws apply to you. Contact the Rhode Island Historic Preservation Officer (<http://www.preservation.ri.gov/>) or your Tribal Historic Preservation Officer (http://grants.cr.nps.gov/THPO_Review/index.cfm) for more information.

Are there any historic properties, historic cemeteries or cultural resources on or near the construction site?

Yes No

Describe how this determination was made and summarize state or tribal review comments:

- According to the State of Rhode Island Historical Preservation & Heritage Commission (RIHPHC) Historic Property Search the following properties within the project limits are listed on the RI National Register:
 - 15 Church Street
 - 18 Church Street
 - 24 Church Street

If yes, describe or refer to documentation which determines the likelihood of an impact on this historic property, historic cemetery or cultural resource and the steps taken to address that impact including any conditions or mitigation measures that were approved by other parties.

- The proposed improvements for this project include the restoration of the existing curb and sidewalk as well as minor drainage improvements within the public right-of-way. Because there will be no work performed on private property, there will not be any impact to any properties, historic or other.

Soil Erosion and Sediment Control Plan
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

SECTION 2: EROSION, RUNOFF, AND SEDIMENT CONTROL

RIPDES Construction General Permit – Part III.J.1 – Erosion, Runoff, and Sediment Controls

The purpose of erosion controls is to prevent sediment from being detached and moved by wind or the action of raindrop, sheet, rill, gully, and channel erosion. Properly installed and maintained erosion controls are the primary defense against sediment pollution.

Runoff controls are used to slow the velocity of concentrated water flows. By intercepting and diverting stormwater runoff to a stabilized outlet or treatment practice or by converting concentrated flows to sheet flow erosion and sedimentation are reduced.

Sediment controls are the last line of defense against moving sediment. The purpose is to prevent sediment from leaving the construction site and entering environmentally sensitive areas.

This section describes the set of control measures that will be installed before and during the construction project to avoid, mitigate, and reduce impacts associated with construction activity. Specific control measures and their applicability are contained in Section Four: Erosion Control Measures, Section Five: Runoff Control Measures, and Section Six: Sediment Control Measures of the *RI SESC Handbook*. The *RI SESC Handbook* can be found at the following address:

<http://www.dem.ri.gov/soilerosion2014final.pdf>

2.1 Avoid and Protect Sensitive Areas and Natural Features

Per RI Stormwater Design and Installation Standards Manual 3.3.7.1:

Areas of existing and remaining vegetation and areas that are to be protected as identified in the Section 1.6 of the SESC Plan must be clearly identified on the SESC Site Plans for each Phase of Construction. Prior to any land disturbance activities commencing on the site, the Contractor shall physically mark limits of disturbance (LOD) on the site and any areas to be protected within the site, so that workers can clearly identify the areas to be protected.

Constraints are identified to ensure a comprehensive understanding of the project and surrounding areas. The first goal in the low impact development (LID) site planning and design process is to avoid disturbance of natural features. This includes identification and preservation of natural areas that can be used in the protection of water resources. It is important to understand that minimizing the hydrologic alteration of a site is just as important as stormwater treatment for resource protection. Therefore, describe all site features and sensitive resources that exist at the site such as, view barriers,, steep slopes (>15%)that if disturbed will require additional erosion controls, areas with the potential to receive run-on from off-site areas, wetlands, surface waters, and their riparian buffers, specimen trees, natural vegetation, forest areas, stream crossings, historic properties, historic cemeteries or cultural resources that are to be preserved.

This includes those site features that should be avoided within the designated limits of disturbance. These areas are often identified on a constraints map or in a separate constraints report. For additional discussion on this topic refer to Appendix F. Site Constraint Map of the *RI SESC Handbook*.

Describe and illustrate on SESC Site Plans Sensitive Areas and Natural Features and how each will be protected during construction activity. Examples of areas to be protected include vegetated buffers, forests, stands of trees on the perimeter and within the site, large diameter trees, areas designated for infiltration (QPAs), bioretention, rain gardens, and OWTS leachfields. Protection for stands of trees and individual trees to be preserved must be specified and such protection must comply with the RI SESC Handbook and extend to the drip line.

*Describe and illustrate on SESC Site Plans based on Constraints Map, the areas that will be disturbed with each phase of construction and the control measures (signs, fences, etc.) that will be used to protect those areas that should not be disturbed. **This includes marking for limits of disturbance at the perimeter and areas within the limits of disturbance.** Acceptable measures include but are not limited to construction fencing (plastic mesh, snow fence, chain link fence etc.) appropriate for the site, boundary*

Soil Erosion and Sediment Control Plan
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2.4 Preserve Topsoil

Per RI Stormwater Design and Installation Standards Manual 3.3.7.4:

Site owners and operators must preserve existing topsoil on the construction site to the maximum extent feasible and as necessary to support healthy vegetation, promote soil stabilization, and increase stormwater infiltration rates in the post-construction phase of the project.

Will existing topsoil be preserved at the site?

Yes No

If Yes, describe how topsoil will be preserved at the site by describing the techniques that will be implemented to achieve appropriate depths of topsoil (4 inch minimum) and identify the locations where topsoil will be restored on SESC Site Plans.

Land disturbance will be minimal due to the nature of the work. All construction activity will be accomplished using the paved roadway. Loam and seeded areas will be planted behind the back of sidewalk to match into existing grades. See the Plan Set for the limits of work and limit of regrading.

If No, provide substantive reasons why this was determined to be infeasible.

n/a

Soil compaction must be minimized by maintaining limits of disturbance throughout construction. In instances where site soils are compacted the site owner and operator must restore infiltration capacity of the compacted soils by tilling or scarifying compacted soils and amending soils as necessary to ensure a minimum depth of topsoil is available in these areas. In areas where infiltrating stormwater treatment practices are located compacted soils must be amended such that they will comply the design infiltration rates.

Identify the methods that will be used to restore and amend topsoil at the site. Include references to plan notes and SESC Site Plan sheet numbers where this information is made available for the site operator.

See the Plan Set for the limits of work and limit of regrading. Loam and seed areas will be restored as specified by RIDOT.

2.5 Stabilize Soils

Per RI Stormwater Design and Installation Standards Manual 3.3.7.5:

Upon completion and acceptance of site preparation and initial installation of erosion, runoff, and sediment controls and temporary pollution prevention measures, the operator shall initiate appropriate temporary or permanent stabilization practices during all phases of construction on all disturbed areas as soon as possible, but not more than fourteen (14) days after the construction activity in that area has temporarily or permanently ceased.

Any disturbed areas that will not have active construction activity occurring within 14 days must be stabilized using the control measures depicted in the SESC Site Plans, in accordance with the *RI SESC Handbook*, and per manufacturer product specifications.

Only areas that can be reasonably expected to have active construction work being performed within 14 days of disturbance will be cleared/grubbed at any one time. It is NOT acceptable to clear and grub the entire construction site if portions will not be active within the 14-day time frame. Proper phasing of clearing

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and grubbing activities shall include temporary stabilization techniques for areas cleared and grubbed that will not be active within the 14-day time frame.

All disturbed soils exposed prior to October 15 of any calendar year shall be seeded by that date if vegetative measures are the intended soil stabilization method. Any such areas that do not have adequate vegetative stabilization, as determined by the site operator or designated inspector, by November 15, must be stabilized through the use of non-vegetative erosion control measures. If work continues within any of these areas during the period from October 15 through April 15, care must be taken to ensure that only the area required for that day's work is exposed, and all erodible soil must be restabilized within 5 working days. In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed (i.e. construction of a motocross track).

Describe controls (i.e., temporary seeding with native vegetation, hydroseeding, mulching, application of rolled erosion control products, etc.) including design specifications and details that will be implemented to stabilize exposed soils where construction activities have temporarily or permanently ceased.

Temporary Vegetative Control Measures

- Not Applicable

Temporary Non-Vegetative Control Measures

- STA 10+22 Hay Bale/Silt Fencing
- STA 22+83 Hay Bale/Silt Fencing

Permanent Vegetative Control Measures

- Not Applicable

Permanent Non-Vegetative Control Measures

- Rip Rap scour protection at STA 10+22 and STA 22+83.

2.6 Protect Storm Drain Outlets

Per RI Stormwater Design and Installation Standards Manual 3.3.7.7:

Temporary or permanent outlet protection must be used to prevent scour and erosion at discharge points through the protection of the soil surface, reduction in discharge velocities, and through the promotion of infiltration. Outlets often have high velocity, high volume flows, and require strong materials that will withstand the forces of stormwater. Storm drain outlet control measures also offer a last line of protection against sediment entering environmentally sensitive areas.

All stormwater outlets that may discharge sediment-laden stormwater flow from the construction site must be protected using the control practices depicted on the approved plan set and in accordance with the *RI SESC Handbook*.

Describe controls, including design specifications and details, which will be implemented to protect outlets discharging stormwater from the project.

Will temporary or permanent point source discharges be generated at the site as the result of construction of sediment traps or basins, diversions, and conveyance channels?

- Yes No

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If Yes, describe the method(s) of outlet protection specified for each instance where a point source discharge will be generated. In addition, specifically reference SESC Site Plan Sheet Numbers which identify where the outlets will be constructed at the site and the corresponding control measures that will be utilized for their protection including any associated specifications required for their installation and maintenance.

If No, discuss rationale for not including these elements in the SESC Plan.

New point sources of discharge will not be generated at the site.

2.7 Establish Temporary Controls for the Protection of Post-Construction Stormwater Treatment Practices

Per RI Stormwater Design and Installation Standards Manual 3.3.7.8:

Temporary measures shall be installed to protect permanent or long-term stormwater control and treatment measures as they are installed and throughout the construction phase of the project so that they will function properly when they are brought online.

Examples of temporary control measures that can be used to protect permanent stormwater control measures include: establishing temporary sediment barriers around infiltrating practices, ensuring proper material staging areas and equipment routing (i.e. do not allow construction equipment to compact areas where infiltrating practices will be installed), and by conducting final cleaning of structural long term practices after construction is completed.

List and describe all post-construction stormwater treatment practices that will be installed during the construction process. Next, outline how these measures will be protected during the construction phase of the project to ensure that they will function appropriately once they are brought online.

Will long-term stormwater treatment practices be installed at the site?

Yes No

If Yes, describe the specific long-term stormwater treatment practices that will require protection from sedimentation and compaction. In addition, specifically reference SESC Site Plan Sheet Numbers which identify the location of these practices and the corresponding control measures that will be utilized for their protection including any associated specifications required for their installation and maintenance.

Temporary sediment controls will be established during construction to minimize the erosion of sediment on the project site. All disturbed areas will be restored with loam and seed post construction. Also permanent drainage structures and the site will be cleaned before final acceptance.

If No, discuss rationale for not including these elements in the SESC Plan.

2.8 Divert or Manage Run-on from Up-gradient Areas

Per RI Stormwater Design and Installation Standards Manual 3.3.7.10:

Is stormwater from off-site areas anticipated to flow onto the project area or onto areas where soils will be disturbed?

Yes No

If Yes, describe the specific runoff control measures (i.e., check dams, water bars, diversions, perimeter dikes, lined waterways, vegetated waterways, temporary line channels, sediment barriers, pipe slope drains, etc.) that will be utilized at the site including references to the SESC Site Plan Sheet Numbers,

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design specifications and details. See the RI SESC Handbook, Section Five: Runoff Control Measures for additional guidance.

Pre-Construction and Construction sub-watershed maps are included for each phase in this SESC Plan submittal.

Structural control measures will be used to limit stormwater flow from coming onto the project area, and to divert and slow on-site stormwater flow that is expected to impact exposed soils for the purpose of minimizing erosion, runoff, and the discharge of pollutants from the site.

Control measures shall be installed as depicted on the approved plan set and in accordance with the RI SESC Handbook or the RI Department of Transportation Standard Specifications for Road and Bridge Construction. Run-on and Run-off Management				
Construction Phase #	On-site or Off-site Run-on?	Control measure	Identified on Sheet #	Detail(s) is/are on Sheet #
n/a	n/a	n/a	n/a	n/a

If No, discuss rationale for not including these elements in the SESC Plan.

Hay bales and silt fence will be used to establish perimeter controls and sediment barriers, where necessary and shown in the Plans.

2.9 Retain Sediment Onsite through Structural and Non-Structural Practices

Per RI Stormwater Design and Installation Standards Manual 3.3.7.12:

Once the erosion control measures and the run-on diversions are identified and located on the plans, the next step to site planning is sediment control and sediment management. Sediment barriers, inlet protection, construction entrances, stockpile containment, temporary sediment traps, and temporary sediment basins must be integrated into the SESC Plan if applicable. Refer to the RI SESC Handbook Section Six: Sediment Control Measures for additional guidance.

Per RI Stormwater Design and Installation Standards Manual 3.3.7.9:

SEDIMENT BARRIERS must be installed along the perimeter areas of the site that will receive stormwater from disturbed areas. This also may include the use of sediment barriers along the contour of disturbed slopes to maintain sheet flow and minimize rill and gully erosion during construction. Installation and maintenance of sediment barriers must be completed in accordance with the maintenance requirements specified by the product manufacturer or the *RI SESC Handbook*.

Will sediment barriers be utilized at the toe of slopes and other downgradient areas subject to stormwater impacts and erosion during construction?

Yes No

If Yes, Describe the rationale for selecting control measures to serve as sediment barriers at the toe of slopes and other down gradient areas subject to stormwater impacts during construction. Describe the specific sediment barriers that will be used at the site in the table provided.

Hay bales and silt fence will be used to establish perimeter controls and sediment barriers.

If No, discuss rationale for not including these elements in the SESC Plan.

n/a

Soil Erosion and Sediment Control Plan
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

Describe rationale for whether or sediment barriers are required at regular intervals along slopes in order to minimize the creation of concentrated flow paths (i.e. rilling, gully erosion) and to encourage sheet flow. Keep in mind that sediment barriers can be placed at the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow. The description of the selected control measures must focus on sediment barrier spacing as a function of slope length and steepness. Refer to the RI SESC Handbook, Section Six: Sediment Control Measure, Straw Wattles, Compost Tubes, and Fiber Rolls Control Measure for additional information on acceptable spacing distances.

Will sediment barriers be utilized along the contour of slopes to maintain sheet flow and minimize rill and gully erosion during construction?

Yes No

If Yes, list the specific sediment barriers that will be used at the site in the table provided. Describe the rationale for the locations and spacing frequency selected by the designer based on slope length and steepness. For additional guidance refer to the RI SESC Handbook or sediment barrier manufacturer's specifications.

SEDIMENT BARRIERS			
Construction Phase #	Sediment Barrier Type	Sediment Barrier is Labeled on Sheet #	Detail is on Sheet #
1	Hay Bale/Silt Fence	11	27
1	Hay Bale/Silt Fence	13t	27

If No, discuss rationale for not including these elements in the SESC Plan.

n/a

Per RI Stormwater Design and Installation Standards Manual 3.3.7.6:

INLET PROTECTION will be utilized to prevent soil and debris from entering storm drain inlets. These measures are usually temporary and are implemented before a site is disturbed. ALL stormwater inlets &/or catch basins that are operational during construction and have the potential to receive sediment-laden stormwater flow from the construction site must be protected using control measures outlined in the *RI SESC Handbook*.

For more information on inlet protection refer to the *RI SESC Handbook*, Inlet Protection control measure.

Maintenance

The operator must clean, or remove and replace the inlet protection measures as sediment accumulates, the filter becomes clogged, and/or as performance is compromised. Accumulated sediment adjacent to the inlet protection measures should be removed by the end of the same work day in which it is found or by the end of the following work day if removal by the same work day is not feasible.

Describe controls, including design specifications and details, which will be implemented to protect all inlets receiving stormwater from the project during the entire duration of the project. For more information on inlet protection refer to the RI SESC Handbook Inlet Protection control measure.

Do inlets exist adjacent to or within the project area that require temporary protection?

Yes No

If Yes, describe the method(s) of inlet protection, including maintenance requirements and complete the table provided.

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The following lists the proposed storm drain inlet types selected from Section Six of the *RI SESC Handbook*. Each row is unique for each phase and inlet protection type.

INLET PROTECTION			
Construction Phase #	Inlet Protection Type	Inlet Protection is labeled on Sheet #	Detail(s) is/are on Sheet #
1	Catch Basin Silt Sacks & CFS	11 and 13	27

If No, discuss rationale for not including these elements in the SESC Plan.

n/a

CONSTRUCTION ENTRANCES will be used in conjunction with the stabilization of construction roads to reduce the amount of sediment tracking off the project. This project has avoided placing construction entrances on poorly drained soils where possible. Where poorly drained soils could not be eliminated, the detail includes subsurface drainage.

Any construction site access point must employ the control measures on the approved SESC site plans and in accordance with the *RI SESC Handbook*. Construction entrances shall be used in conjunction with the stabilization of construction roads to reduce the amount of mud picked up by construction vehicles. All construction access roads shall be constructed prior to any roadway accepting construction traffic.

The site owner and operator must:

1. Restrict vehicle use to properly designated exit points.
2. Use properly designed and constructed construction entrances at all points that exit onto paved roads so that sediment removal occurs prior to vehicle exit.
3. When and where necessary, use additional controls to remove sediment from vehicle tires prior to exit (i.e. wheel washing racks, rumble strips, and rattle plates).
4. Where sediment has been tracked out from the construction site onto the surface of off-site streets, other paved areas, and sidewalks, the deposited sediment must be removed by the end of the same work day in which the track out occurs. Track-out must be removed by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal.

Will construction entrances be utilized at the proposed construction site?

Yes No

If Yes, indicate location(s) of vehicle entrance(s) and exit(s), and stabilization practices used to prevent sediment from being tracked off-site in the table provided. See also RI SESC Handbook, Section Six, Construction Entrances Measure.

CONSTRUCTION ENTRANCE			
Construction Phase #	Soil Type at the Entrance	Entrance is located on Sheet #	Detail is on Sheet #
n/a	n/a	n/a	n/a

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If No, discuss rationale.

The paved streets adjacent to the project site will be swept as needed to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

STOCKPILE CONTAINMENT will be used onsite to minimize or eliminate the discharge of soil, topsoil, base material or rubble, from entering drainage systems or surface waters. All stockpiles must be located within the limit of disturbance, protected from run-on with the use of temporary sediment barriers and provided with cover or stabilization to avoid contact with precipitation and wind where and when practical. Stock pile management consists of procedures and practices designed to minimize or eliminate the discharge of stockpiled material (soil, topsoil, base material, rubble) from entering drainage systems or surface waters.

For any stockpiles or land clearing debris composed, in whole or in part, of sediment or soil, you must comply with the following requirements:

1. Locate piles within the designated limits of disturbance.
2. Protect from contact with stormwater (including run-on) using a temporary perimeter sediment barrier.
3. Where practicable, provide cover or appropriate temporary vegetative or structural stabilization to avoid direct contact with precipitation or to minimize sediment discharge.
4. **NEVER** hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any stormwater conveyance, storm drain inlet, or surface water.
5. To the maximum extent practicable, contain and securely protect from wind.

Describe materials expected to be stockpiled or stored on-site and procedures for storage of materials to minimize exposure of the materials to stormwater and to eliminate the discharge of stockpiled material from entering drainage systems and surface waters. Refer to the RI SESC Handbook, Stockpile and Staging Area Management Control Measure for additional guidance. Complete the table provided.

STOCKPILE CONTAINMENT				
Construction Phase #	Run-on measures necessary? (yes/no)	Stabilization or Cover Type	Stockpile Containment Measure	Sheet #
n/a	n/a	n/a	n/a	n/a

CONSTRUCTED SEDIMENT STRUCTURES

If each common drainage location receives water from an area with less than one (1) acre disturbed at a time, this section can be deleted and no sediment traps or basins are required. However, it is important to remember that there is still a requirement to retain sediment on-site. Therefore, if it is in the best professional judgment of the designer, that there is a condition or circumstance which may require structural controls (per Section 3.3.7.13 of the RI Stormwater Design and Installation Standards Manual), this section can be used.

TEMPORARY SEDIMENT TRAPS will be utilized onsite. There will be no disturbed drainage areas greater than one acre that will be exposed for longer than six months. Design and sizing calculations in accordance with the *RI SESC Handbook*, Section Six are found in _____ of this SESC Plan. A summary of the calculations are provided below:

For Disturbed Areas 1 to 5 Acres – Those areas with a common drainage location that serves an area between one (1) and five (5) acres disturbed at one time, a temporary sediment trap must be provided where attainable and where the sediment trap is only intended to be used for a period of six (6) months or less. For longer term projects with a common drainage location that serves between one (1) and five (5) acres disturbed at one time, a temporary sediment basin must be provided where attainable. Temporary

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sediment trapping practices must be designed in accordance with the RI SESC Handbook and must be sized to have a total storage volume capable of storing one (1) inch of runoff from the contributing area or one hundred and thirty four (134) cubic yards per acre of drainage area. A minimum of fifty percent (50%) of the total volume shall be storage below the outlet (wet storage). See RISDISM 3.3.7.12 for requirements and RI SESC Handbook, Section Six: Temporary Sediment Traps Measure for design details.

Are temporary sediment traps required at the site?

Yes No

If Yes, complete the table provided. If an area greater than one acre will be exposed for longer than 6 months and a sediment trap is proposed, explain why the sediment basin was not attainable.

SEDIMENT TRAPS				
Construction Phase #	Exposed Area (acres)	Trap #	Sheet #	Detail found on Sheet#
n/a	n/a	n/a	n/a	n/a

Trap #	Wet Storage Volume (cu.ft)	Dry Storage Volume (cu.ft.)	Cleanout Depth (ft)	Provide Reference to Location of Supporting Design and Sizing Calculations
n/a	n/a	n/a	n/a	n/a

All traps will be functional and installed prior to disturbance in the contributing drainage area. Access for sediment removal is provided on the plans with cleanout depth requirements. The removed sediment will be utilized onsite or disposed of properly off-site.

If No, discuss rationale.

Not required for this project.

TEMPORARY SEDIMENT BASIN(S) will be utilized onsite. Every effort must be made to prevent erosion and control it near the source.

If the following criterion does not apply to your proposed construction project, then this section may be eliminated from the plan.

For Disturbed Areas of 1 to 5 Acres – Those areas with a common drainage location that serves an area between one (1) and five (5) acres disturbed at one time for longer than six (6) months.

For Disturbed Areas > 5 Acres – Those areas with a common drainage location that serves an area with greater than five (5) acres disturbed at one time, a temporary (or permanent) sediment basin must be provided where attainable until final stabilization of the site is complete. Temporary sediment basins must be designed in accordance with the RI SESC Handbook. The volume of wet storage shall be at least twice the sediment storage volume and shall have a minimum depth of two (2) feet. Sediment storage volume must accommodate a minimum of one year of predicted sediment load as calculated using the sediment volume formula in the RI SESC Handbook. In addition to sediment storage volume and wet storage volume, the sediment basin shall provide adequate residence storage volume to provide a minimum 10 hours residence time for a ten (10) -year frequency, twenty four (24) hour duration, Type III distribution storm. To the maximum extent practicable, outlet structures must be utilized that withdraw water from the surface of temporary sedimentation basins for the purpose of minimizing the discharge of pollutants. Exceptions may include periods of extended cold weather, where alternative outlets are required during frozen periods. If such a device is infeasible for portions of or the entire construction period justification must be made in the

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SESC Plan. Describe the reasons sediment basins are required for this project. They may include physical conditions, land ownership, construction operations etc. For design details see RI SESC Handbook Section Six: Temporary Sediment Basins Measure.

Are temporary sediment basins required at the site?

Yes No

If No, discuss rationale.

Not required for this project.

If Yes, complete the table provided.

There will be disturbed areas greater than 5 acres and/or disturbed areas greater than one acre but exposed for longer than six months. The basins have been located to intercept runoff only from disturbed areas and minimize interference with other construction activities and construction of utilities. They have been located outside of any natural buffers. The dam height is less than six feet and holds less than fifteen (15) acre-ft. Modeling, Design and Sizing calculations in accordance with the *RI SESC Handbook*, Section Six are found in _____ of this SESC Plan. The designs were also prepared to satisfy Section 3.3.7.13 of the Stormwater Manual and will control Temporary Increases in Stormwater Velocity, Volume, and Peak Flows. A summary of the assumptions and calculations are provided below:

TEMPORARY SEDIMENT BASINS				
Construction Phase #	Exposed Area (acres)	Basin #	Sheet #	Detail found on Sheet#
n/a	n/a	n/a	n/a	n/a

Provide the following tables for each temporary sediment basin. Each basin shall be designed to contain sediment and runoff from the 10-year Type III distribution storm.

SEDIMENT BASIN #1					
Pre-Development					
Pre-Construction Cover Type	Contributing Area (acres)	Soil Type	Curve Number	Tc (minutes)	10- Year Type III (cfs, at time t, acre feet)
n/a	n/a	n/a	n/a	n/a	n/a
Total Pre-Construction Volume (cuft):					Insert Text
During Construction					
Construction Cover Type	Contributing Area	Erosion Rates	Curve Number	Tc (minutes)	10-Year Type III (cfs, at time t, acre feet)
n/a	n/a	n/a	n/a	n/a	n/a
Total Runoff Volume During Construction (cuft):					Insert Text
Basin #1					
Pre-Construction Peak Discharge	Wet Storage Volume (cuft)	Sediment Storage Volume (cuft)	Residence Storage Volume (cuft)	Outlet Max Discharge Rate (cfs)	Emergency Spillway Discharge Capacity (cfs)

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(cfs)					
n/a	n/a	n/a	n/a	n/a	n/a

Discuss if baffles will be required in order to create effective flow length. The details should contain sediment storage markers.

Describe the surface outlets. Identify whether or not these devices will be infeasible to use during periods of extended cold weather. If periods of extended cold weather are anticipated to be an issue, provide the operator with instructions for discharging from the basin using an alternate method during this period of time. In addition, instruct the operator to document the justification for not using a surface outlet device during frozen periods in the inspection reports associated with these instances.

All sediment basins will be functional and installed prior to disturbance in the contributing drainage area. Access for sediment removal is provided on the plans with cleanout depth specifications. The removed sediment will be utilized onsite or properly disposed of off-site.

2.10 Properly Design Constructed Stormwater Conveyance Channels

Conveyances are required to be designed for inlets to temporary sediment basins. The construction site planner must use best professional judgment to determine if additional conveyance design is required for run-on control or in any other location where velocity control is required.

Are temporary stormwater conveyance practices required in order to properly manage runoff within the proposed construction project?

Yes No

If Yes, describe the specific control measures that will be used at the site. Provide or attach design calculations associated with each proposed conveyance measure, demonstrating that each one is designed and sized to handle the peak flow from a 10-year, 24-hour, Type III design storm. Note where within the site plans each specified conveyance is depicted, including specifications and construction details.

n/a

The conveyance will be maintained as depicted on SESC Site Plans and in accordance with the *RI SESC Handbook* and if applicable.

If No, discuss rationale for not including conveyance measures in the SESC Plan.

Not required for this project.

2.11 Erosion, Runoff, and Sediment Control Measure List

Complete the following table for each Phase of construction where Erosion, Runoff, and Sediment Control Measures are located. This table is to be used as part of the SESC Plan Inspection Report – please fill out accordingly.

It is expected that this table and corresponding Inspection Reports will be amended as needed throughout the construction project as control measures are added or modified.

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Phase No. #		
Location/Station	Control Measure Description/Reference	Maintenance Requirement
<p>Example 1: Eastern Parcel – Slope No. 4 Adjacent to I-95.</p> <p>Straw Wattles</p>	<p>Straw Wattle. Section Six, Sediment Control Measures, Straw Wattles, Compost Tubes and Fiber Rolls - <i>RI SESC Handbook</i>.</p>	<p>Inspection should be made after each storm event or 1/week and repair or replacement should be made promptly as needed.</p> <p>Cleanout of accumulated sediment behind the wattle if sediment accumulates to at least ½ the distance between the top of wattle and ground surface.</p>
<p>Example 2: Western Parcel – Green Street Construction Entrance</p>	<p>Stone Stabilized Pad. Section Six: Sediment Control Measures – Construction Entrances – <i>RI SESC Handbook</i>.</p>	<p>The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto pave surfaces. Provide periodic top dressing with additional stone or additional length as conditions demand.</p> <p>Roads adjacent to entrance shall be clean at the end of each day.</p> <p>If maintenance alone is not enough to prevent excessive track out, increase length of entrance, modify construction access road surface, or install washrack or mudrack.</p>
<p>INSERT TEXT</p>		

Insert a new table for each additional construction phase.

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SECTION 3: CONSTRUCTION ACTIVITY POLLUTION PREVENTION

Per RI Stormwater Design and Installation Standards Manual 3.3.7.14:

The purpose of construction activity pollution prevention is to prevent day to day construction activities from causing pollution.

This section describes the key pollution prevention measures that must be implemented to avoid and reduce the discharge of pollutants in stormwater. Example control measures include the proper management of waste, material handling and storage, and equipment/vehicle fueling/washing/maintenance operations.

Where applicable, include *RI SESC Handbook* or the *RI Department of Transportation Standard Specifications for Road and Bridge Construction* (as amended) specifications.

3.1 Existing Data of Known Discharges from Site

Per RIPDES Construction General Permit – Part III.I:

List and provide existing data (if available) on the quality of any known discharges from the site. Examples include discharges from existing stormwater collection systems, discharges from industrial areas of the site, etc.

Are there known discharges from the project area?

Yes No

Describe how this determination was made:

- This determination was made through a review of the existing survey of the project area.

If yes, list discharges and locations:

- n/a

Is there existing data on the quality of the known discharges?

Yes No

If yes, provide data:

- n/a

3.2 Prohibited Discharges

Per RI SESC Handbook – Part D

The following discharges are prohibited at the construction site:

- Contaminated groundwater, unless specifically authorized by the DEM. These types of discharges may only be authorized under a separate DEM RIPDES permit.
- Wastewater from washout of concrete, unless the discharge is contained and managed by appropriate control measures.
- Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials.
- Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance. Proper storage and spill prevention practices must be utilized at all construction sites.
- Soaps or solvents used in vehicle and equipment washing.
- Toxic or hazardous substances from a spill or other release.

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All types of waste generated at the site shall be disposed of in a manner consistent with State Law and/or regulations.

Will any of the above listed prohibited discharges be generated at the site?

Yes No

If Yes, provide a list of those that will be generated at the site and provide a discussion of how they will be managed, including references to the specific SESC Site Plans where such control measures are specified.

n/a

If No, discuss rationale.

No prohibited discharges will be generated at the site.

3.3 Proper Waste Disposal

Per RI SESC Handbook – Part D

Building materials and other construction site wastes must be properly managed and disposed of in a manner consistent with State Law and/or regulations.

- A waste collection area shall be designated on the site that does not receive a substantial amount of runoff from upland areas and does not drain directly to a waterbody or storm drain.
- All waste containers shall be covered to avoid contact with wind and precipitation.
- Waste collection shall be scheduled frequently enough to prevent containers from overfilling.
- All construction site wastes shall be collected, removed, and disposed of in accordance with applicable regulatory requirements and only at authorized disposal sites.
- Equipment and containers shall be checked for leaks, corrosion, support or foundation failure, or other signs of deterioration. Those that are found to be defective shall be immediately repaired or replaced.

Is waste disposal a significant element of the proposed project?

Yes No

If Yes, identify potential building materials and other construction wastes and document how these wastes will be properly managed and disposed of at the construction site (i.e., trash disposal, sanitary wastes, recycling, and proper material handling). Include references to the specific SESC Site Plans where such control measures are specified.

n/a

If No, discuss rationale.

Waste disposal is not an element of the project.

3.4 Spill Prevention and Control

Per RI SESC Handbook – Part D

All chemicals and/or hazardous waste material must be stored properly and legally in covered areas, with containment systems constructed in or around the storage areas. Areas must be designated for materials delivery and storage. All areas where potential spills can occur and their accompanying drainage points must be described. The owner and operator must establish spill prevention and control measures to reduce

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the chance of spills, stop the source of spills, contain and clean-up spills, and dispose of materials contaminated by spills. The operator must establish and make highly visible location(s) for the storage of spill prevention and control equipment and provide training for personnel responsible for spill prevention and control on the construction site.

Are spill prevention and control measures required for this particular project?

Yes No

If Yes, describe all areas where potential spills can occur, and their accompanying drainage points, and describe the spill prevention and control plan to reduce the chance of spills, stop the source of spills, contain and clean up spills, dispose of materials contaminated by spills, and train personnel responsible for spill prevention and control. Provide the method of establishing and making highly visible the location(s) for the storage of spill prevention equipment. Refer to the RI SESC Handbook, Spill Prevention and Control Plan for guidance.

- A potential spill can occur throughout the project site. The Pawcatuck River is the final destination of all drainage points.
- The following good housekeeping practices will be followed onsite during the construction project:
 - An effort will be made to store on-site only enough products and materials required to do the job.
 - All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
 - Products will be kept in their original containers with the original manufacturer's label.
 - Substances will not be mixed with one another unless recommended by the manufacturer.
 - Whenever possible, all of a product will be used up before disposing of the container.
 - Manufacturers' recommendations for proper use and disposal will be followed.
 - The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.
- These practices are used to reduce the risks associated with hazardous materials:
 - Products will be kept in original containers unless they are not re-sealable.
 - Original labels and material safety data will be retained; they contain important product information.
 - If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.
- In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:
 - Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
 - Materials and equipment necessary for spill cleanup will be kept in a storage area onsite. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
 - All spills will be cleaned up immediately after discovery.
 - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
 - Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.

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- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The site superintendent responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He will designate at least three other site personnel who will receive spill prevention and cleanup training. The individual will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the office trailer onsite.

If No, discuss rationale.

n/a

3.5 Control of Allowable Non-Stormwater Discharges

Per RIPDES Construction General Permit – Part III.J.2.e:

Discharges not comprised of stormwater are allowed under the RIPDES Construction General Permit but are limited to the following: discharges which result from the washdown of vehicles where no detergents are used; external building wash-down where no detergents are used; the use of water to control dust; firefighting activities; fire hydrant flushing; natural springs; uncontaminated groundwater; lawn watering; potable water sources including waterline flushing; irrigation drainage; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents are not used; and foundation or footing drains where flows are not contaminated with process materials such as solvents, or contaminated by contact with soils where spills or leaks of toxic or hazardous materials has occurred. If any of these discharges may reasonably be expected to be present and to be mixed with stormwater discharges, they must be specifically listed here.

Are there allowable non-Stormwater discharges present on or near the project area?

Yes No

If yes, list the sources of allowable non-Stormwater discharge(s) associated with construction activity. For each of the allowable non-stormwater discharge(s) identified, describe the controls and measures that will be implemented at those locations to minimize pollutant contamination of these discharges and to separate them from temporary discharges of stormwater during construction.

List of allowable non-stormwater discharge(s) and the associated control measure(s):

- Multiple allowable non-stormwater discharges may be present on the residential properties adjacent to the project. No additional control measures are necessary.

If any existing or proposed discharges consist of contaminated groundwater, such discharges are not authorized under the RIPDES Construction General Permit. These discharges must be permitted separately by seeking coverage to treat and discharge under a separate RIPDES individual permit or under the RIPDES Remediation General Permit. Contact the RIDEM Office of Water Resources RIPDES Permitting Program at 401-222-4700 for application requirements and additional information.

Are there any known or proposed contaminated discharges, including anticipated contaminated dewatering operations, planned on or near the project area?

Yes No

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If yes, list the discharge types and the RIPDES individual permit number(s) or RIPDES Remediation General Permit Authorization number(s) associated with these discharges.

- n/a

3.6 Control Dewatering Practices

Per RI SESC Handbook – Part D

Site owners and operators are prohibited from discharging groundwater or accumulated stormwater that is removed from excavations, trenches, foundations, vaults, or other similar points of accumulation, unless such waters are first effectively managed by appropriate control measures.

Examples of appropriate control measures include, but are not limited to, temporary sediment basins or sediment traps, sediment socks, dewatering tanks and bags, or filtration systems (e.g. bag or sand filters) that are designed to remove sediment. Uncontaminated, non-turbid dewatering water can be discharged without being routed to a control.

At a minimum the following discharge requirements must be met for dewatering activities:

1. Do not discharge visible floating solids or foam.
2. To the extent feasible, utilize vegetated, upland areas of the site to infiltrate dewatering water before discharge. In no case will surface waters be considered part of the treatment area.
3. At all points where dewatering water is discharged, utilize velocity dissipation devices.
4. With filter backwash water, either haul it away for disposal or return it to the beginning of the treatment process.
5. Replace and clean the filter media used in dewatering devices when the pressure differential equals or exceeds the manufacturer's specifications.
6. Dewatering practices must involve the implementation of appropriate control measures as applicable (i.e. containment areas for dewatering earth materials, portable sediment tanks and bags, pumping settling basins, and pump intake protection.)

Is it at all likely that the site operator will need to implement construction dewatering in order to complete the proposed project?

- Yes No

If Yes, describe all areas where construction dewatering may be required and the proposed control measures that will be used to treat and manage dewatering fluids including all proposed discharge points. Proposed control measures must comply with the RI SESC Handbook. Include references to all relevant

SESC Site Plans.

- n/a

If No, discuss rationale.

Not applicable for this project.

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3.7 Establish Proper Building Material Staging Areas

Per RI SESC Handbook – Part D

All construction materials that have the potential to contaminate stormwater must be stored properly and legally in covered areas, with containment systems constructed in or around the storage areas. Areas must be designated for materials delivery and storage. Designated areas shall be approved by the site owner/engineer. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in the discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use).

Describe construction materials expected to be stored on-site and procedures for storage of materials to minimize exposure of the materials to stormwater. Include references to all relevant SESC Site Plans.

Storage of materials on site will not be allowed for this project.

3.8 Minimize Dust

Per RI SESC Handbook – Part D

Dust control procedures and practices shall be used to suppress dust on a construction site during the construction process, as applicable. Precipitation, temperature, humidity, wind velocity and direction will determine amount and frequency of applications. However, the best method of controlling dust is to prevent dust production. This can best be accomplished by limiting the amount of bare soil exposed at one time. Dust Control measures outlined in the *RI SESC Handbook* shall be followed. Other dust control methods include watering, chemical application, surface roughening, wind barriers, walls, and covers.

Describe dust control practices that will be used to suppress dust and limit its generation (i.e. applying water, limiting the amount of bare soil exposed at one time etc.).

Dust control will not be necessary for this project as the area of proposed improvements is minimal.

3.9 Designate Washout Areas

Per RI SESC Handbook – Part D

At no time shall any material (concrete, paint, chemicals) be washed into storm drains, open ditches, streets, streams, wetlands, or any environmentally sensitive area. The site operator must ensure that construction waste is properly disposed of, to avoid exposure to precipitation, at the end of each working day. Will washout areas be required for the proposed project?

Yes No

If Yes, describe location(s) and control measures that will be used to minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, washout areas for concrete mixers, paint, stucco, etc. The recommended location(s) of washout areas should be identified, or at a minimum the locations where these washout areas should not be sited should be called out.

The Contractor shall determine locations, if any, of washout areas and append this document.

If No, discuss rationale.

n/a

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3.10 Establish Proper Equipment/Vehicle Fueling and Maintenance Practices

Per RI SESC Handbook – Part D

Vehicle fueling shall not take place within regulated wetlands or buffer zone areas, or within 50-feet of the storm drain system. Designated areas shall be depicted on the SESC Site Plans, or shall be approved by the site owner.

Vehicle maintenance and washing shall occur off-site, or in designated areas depicted on the SESC Site Plans or approved of by the site owner. Maintenance or washing areas shall not be within regulated wetlands or buffer zone areas, or within 50-feet of the storm drain system. Maintenance areas shall be clearly designated, and barriers shall be used around the perimeter of the maintenance area to prevent stormwater contamination.

Construction vehicles shall be inspected frequently for leaks. Repairs shall take place immediately. Disposal of all used oil, antifreeze, solvents and other automotive-related chemicals shall be according to applicable regulations; at no time shall any material be washed down the storm drain or in to any environmentally sensitive area.

Describe equipment/vehicle fueling and maintenance practices that will be implemented to prevent pollutants from mixing with stormwater (e.g., secondary containment, drip pans, spill kits, etc.) Provide recommended location(s) of fueling/maintenance areas, or, at minimum, locations where fueling/maintenance should be avoided.

- All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.
- The Contractor shall determine locations, if any, for vehicle fueling and maintenance activities.

3.11 Chemical Treatment for Erosion and Sediment Control

Per RI SESC Handbook – Appendix J

Chemical stabilizers, polymers, and flocculants are readily available on the market and can be easily applied to construction sites for the purposes of enhancing the control of erosion, runoff, and sedimentation. The following guidelines should be adhered to for construction sites that plan to use treatment chemicals as part of their overall erosion, runoff, and sedimentation control strategy.

The U.S. Environmental Protection Agency has conducted research into the relative toxicity of chemicals commonly used for the treatment of construction stormwater discharges. The research conducted by the EPA focused on different formulations of chitosan, a cationic compound, and both cationic and anionic polyacrylamide (PAM). In summary, the studies found significant toxicity resulting from the use of chitosan and cationic PAM in laboratory conditions, and significantly less toxicity associated with using anionic PAM. EPA's research has led to the conclusion that the use of treatment chemicals for erosion, runoff, and sedimentation control requires proper operator training and appropriate usage to avoid risk to aquatic species. In the case of cationic treatment chemicals additional safeguards may be necessary.

Application/Installation Minimum Requirements

If a site operator plans to use polymers, flocculants, or other treatment chemicals during construction the SESC plan must address the following:

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1. Treatment chemicals shall not be applied directly to or within 100 feet of any surface water body, wetland, or storm drain inlet.
2. Use conventional erosion, runoff, and sedimentation controls prior to and after the application of treatment chemicals. Use conventional erosion, runoff, and sedimentation controls prior to chemical addition to ensure effective treatment. Chemicals may only be applied where treated stormwater is directed to a sediment control (e.g. temporary sediment basin, temporary sediment trap or sediment barrier) prior to discharge.
3. Sites shall be stabilized as soon as possible using conventional measures to minimize the need to use chemical treatment.
4. Select appropriate treatment chemicals. Chemicals must be selected that are appropriately suited to the types of soils likely to be exposed during construction and to the expected turbidity, pH, and flow rate of stormwater flowing into the chemical treatment system or treatment area. **Soil testing is essential. Using the wrong form of chemical treatment will result in some form of performance failure and unnecessary environmental risk.**
5. Minimize discharge risk from stored chemicals. Store all treatment chemicals in leak-proof containers that are kept under storm-resistant cover and surrounded by secondary containment structures (e.g., spill berms, decks, spill containment pallets), or provide equivalent measures, designed and maintained to minimize the potential discharge of treatment chemicals in stormwater or by any other means (e.g., storing chemicals in covered areas or having a spill kit available on site).
6. Use chemicals in accordance with good engineering practices and specifications of the chemical provider/supplier. You must also use treatment chemicals and chemical treatment systems in accordance with good engineering practices, and with dosing specifications and sediment removal design specifications provided by the supplier of the applicable chemicals, or document specific departures from these practices or specifications and how they reflect good engineering practice.

Will chemical stabilizers, polymers, flocculants or other treatment chemicals be utilized on the proposed construction project?

Yes

No

If Yes, create a Treatment Chemical Application Plan and describe how the owner or SESC Plan preparer/designer intends to educate the designated operator prior to the application of such treatment chemicals.

Treatment Chemical Application Plan Required Elements

Insert information listed below:

1. *List Manufacturer's name and product name for each treatment chemical proposed for use at the site.*
2. *Attach a copy of applicable Material Safety Data Sheets (MSDSs) or Safety Data Sheets (SDS) for each proposed treatment chemical.*
3. *Provide the results of third party toxicity testing of the materials proposed for use at the site.*
4. *Provide a certification from the site owner and operator that all proposed treatment chemicals are the same as those used in the toxicity tests and will not be altered in any way.*
5. *Provide an explanation as to why conventional erosion, runoff, and sediment control measures, alone or in combination, will not be sufficient to prevent turbidity impacts and sedimentation in downstream receptors.*

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6. Provide a plan prepared in consultation with the chemical treatment manufacturer(s) or authorized manufacturer's representative which includes the following:
 - a. Identification of the areas of the site where treatment chemicals will be applied and the name, location, and distance to all downstream receptors that have the potential to be impacted from the discharges from the treatment areas.
 - b. List the expected start and end dates or specific phases of the project during which each treatment chemical will be applied.
 - c. Provide test results for representative soils from the site, and any recommendations from the manufacturer based on the soil tests, indicating the type of treatment chemical and the recommended application rate.
 - d. List the frequency, method, and rates of application which are designed to ensure that treatment chemical concentrations will not exceed 50% of the IC25 or NOEC toxicity values, whichever is less, for each treatment chemical proposed.
 - e. Provide the frequency of inspection and maintenance of the treatment chemical application system.
 - f. List the method proposed for the collection, removal, and disposal or stabilization of settled particles to prevent re-suspension.
 - g. Describe the training that will be provided to all persons who will handle and use treatment chemicals at the construction site. Training must include appropriate, product-specific training and proper dosing requirements for each product.

Treatment Chemical SESC Plan Weekly Inspection Report Documentation Requirements

1. Document the type and quantity of treatment chemicals applied.
2. List the date, duration of discharge, and estimated discharge rate.
3. Provide an estimate of the volume of water treated.
4. Provide an estimate of the concentration of treatment chemicals in the discharge, with supporting calculations.

3.12 Construction Activity Pollution Prevention Control Measure List

Complete the following table for each Phase of construction where Pollution Prevention Control Measures will be implemented. This table is to be used as part of the SESC Plan Inspection Report – please fill out accordingly.

It is expected that this table will be amended as needed throughout the construction project.

Phase No. #		
Location/Station	Control Measure Description/Reference	Maintenance Requirement
Example 3: Hospital Main Footings – Excavation Area – SESC Site Plan Sheet No. 3.	Pump Intake Protection Using Stone Filled Sump with Standpipe. Section Six: Sediment Control Measures, Pump Intake Protection, <i>RI SESC Handbook.</i>	Monitor pumping operations, adjust pumping rates as needed, inspect pumping sump, and discharge conditions frequently during dewatering operations. Frequent inspection and maintenance is required to minimize the pumping of sediment during dewatering operations.
Example 4: Bridge Abutment Construction Southbound Bridge Abutment, Bridge No.	Prefabricated Concrete Washout Container with Ramp. Used to contain concrete washout during concrete pouring operations. Section Three: Pollution	Verify that concrete washout container(s) are in place prior to pouring concrete. Inspect daily to verify continued proper performance. Check remaining capacity during pouring operations. Check for leaks periodically.

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244 – SESC Site Plan Sheet No. 18.	Prevention and Good Housekeeping, Concrete Washouts, <i>R/</i> <i>SESC Handbook.</i>	
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Insert a new table for each additional construction phase.

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SECTION 4: CONTROL MEASURE INSTALLATION, INSPECTION, and MAINTENANCE

4.1 Installation

Per RI SESC Handbook – Part D:

Complete the installation of temporary erosion, runoff, sediment, and pollution prevention control measures by the time each phase of earth-disturbance has begun. All stormwater control measures must be installed in accordance with good judgment, including applicable design and manufacturer specifications. Installation techniques and maintenance requirements may be found in manufacturer specifications and/or the *RI SESC Handbook*.

Include references to SESC Site Plans where installation requirements are located.

Referenced information can be found in the Plan Set on sheets 11, 13, and 27.

4.2 Monitoring Weather Conditions

Per RI SESC Handbook – Part D:

Anticipating Weather Events - Care will be taken to the best of the operator's ability to avoid disturbing large areas prior to anticipated precipitation events. Weather forecasts must be routinely checked, and in the case of an expected precipitation event of over 0.25-inches over a 24-hour period, it is highly recommended that all control measures should be evaluated and maintained as necessary, prior to the weather event. In the case of an extreme weather forecast (greater than one-inch of rain over a 24-hour period), additional erosion/sediment controls may need to be installed.

Storm Event Monitoring For Inspections - At a minimum, storm events must be monitored and tracked in order to determine when post-storm event inspections must be conducted. Inspections must be conducted and documented at least once every seven (7) calendar days and within twenty-four (24) hours after any storm event, which generates at least 0.25 inches of rainfall per twenty-four (24) hour period and/or after a significant amount of runoff or snowmelt.

In order for an operator to successfully satisfy this requirement list the weather gauge station that will be utilized to monitor weather conditions on the construction site. See www.wunderground.com or www.weather.gov for available stations.

The weather gauge station and website that will be utilized to monitor weather conditions on the construction site is as follows:

- There are two weather gauge stations that will be utilized to monitor weather conditions: Westerly, RI (KWST) airport and APRSWXNET Westerly. Both can be found on www.wunderground.com

4.3 Inspections

Per RI SESC Handbook – Part D:

Minimum Frequency - Each of the following areas must be inspected by or under the supervision of the owner and operator at least once every seven (7) calendar days and within twenty-four (24) hours after any storm event, which generates at least 0.25 inches of rainfall per twenty-four (24) hour period and/or after a significant amount of runoff or snowmelt:

- a. All areas that have been cleared, graded, or excavated and where permanent stabilization has not been achieved;

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- b. All stormwater erosion, runoff, and sediment control measures (including pollution prevention control measures) installed at the site;
- c. Construction material, unstabilized soil stockpiles, waste, borrow, or equipment storage, and maintenance areas that are covered by this permit and are exposed to precipitation;
- d. All areas where stormwater typically flows within the site, including temporary drainage ways designed to divert, convey, and/or treat stormwater;
- e. All points of discharge from the site;
- f. All locations where temporary soil stabilization measures have been implemented;
- g. All locations where vehicles enter or exit the site.

Reductions in Inspection Frequency - If earth disturbing activities are suspended due to frozen conditions, inspections may be reduced to a frequency of once per month. The owner and operator must document the beginning and ending dates of these periods in an inspection report.

Qualified Personnel – The site owner and operator are responsible for designating personnel to conduct inspections and for ensuring that the personnel who are responsible for conducting the inspections are “qualified” to do so. A “qualified person” is a person knowledgeable in the principles and practices of erosion, runoff, sediment, and pollution prevention controls, who possesses the skills to assess conditions at the construction site that could impact stormwater quality, and the skills to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of the permit.

Recordkeeping Requirements - All records of inspections, including records of maintenance and corrective actions must be maintained with the SESC Plan. Inspection records must include the date and time of the inspection, and the inspector’s name, signature, and contact information.

General Notes

- A separate inspection report will be prepared for each inspection.
- The Inspection Reference Number shall be a combination of the RIPDES Construction General Permit No - consecutively numbered inspections. ex/ Inspection reference number for the 4th inspection of a project would be: RIR10####-4
- Each report will be signed and dated by the Inspector and must be kept onsite.
- Each report will be signed and dated by the Site Operator.
- The corrective action log contained in each inspection report must be completed, signed, and dated by the site operator once all necessary repairs have been completed.
- It is the responsibility of the site operator to maintain a copy of the SESC Plan, copies of all completed inspection reports, and amendments as part of the SESC Plan documentation at the site during construction.

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Failure to make and provide documentation of inspections and corrective actions under this part constitutes a violation of your permit and enforcement actions under 46-12 of R.I. General Laws may result.

4.4 Maintenance

Per RI SESC Handbook – Part D:

Maintenance procedures for erosion and sedimentation controls and stormwater management structures/facilities are described on the SESC Site Plans and in the *RI SESC Handbook*.

Site owners and operators must ensure that all erosion, runoff, sediment, and pollution prevention controls remain in effective operating condition and are protected from activities that would reduce their effectiveness. Erosion, runoff, sedimentation, and pollution prevention control measures must be maintained throughout the course of the project.

Note: It is recommended that the site operator designates a full-time, on-site contact person responsible for working with the site owner to resolve SESC Plan-related issues.

4.5 Corrective Actions

Per RI SESC Handbook – Part D:

If, in the opinion of the designated site inspector, corrective action is required, the inspector shall note it on the inspection report and shall inform the site operator that corrective action is necessary. The site operator must make all necessary repairs whenever maintenance of any of the control measures instituted at the site is required.

In accordance with the *RI SESC Handbook*, the site operator shall initiate work to fix the problem immediately after its discovery, and complete such work by the close of the next work day, if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance.

When installation of a new control or a significant repair is needed, site owners and operators must ensure that the new or modified control measure is installed and made operational by no later than seven (7) calendar days from the time of discovery where feasible. If it is infeasible to complete the installation or repair within seven (7) calendar days, the reasons why it is infeasible must be documented in the SESC Plan along with the schedule for installing the control measures and making it operational as soon as practicable after the 7-day timeframe. Such documentation of these maintenance procedures and timeframes should be described in the inspection report in which the issue was first documented. If these actions result in changes to any of the control measures outlined in the SESC Plan, site owners and operators must also modify the SESC Plan accordingly within seven (7) calendar days of completing this work.

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SECTION 5: AMENDMENTS

Per RIPDES Construction General Permit – Part III.F:

This SESC Plan is intended to be a working document. It is expected that amendments will be required throughout the active construction phase of the project. **Even if practices are installed on a site according to the approved plan, the site is only in compliance when erosion, runoff, and sedimentation are effectively controlled throughout the entire site for the entire duration of the project.**

The SESC Plan shall be amended within seven (7) days whenever there is a change in design, construction, operation, maintenance or other procedure which has a significant effect on the potential for the discharge of pollutants, or if the SESC Plan proves to be ineffective in achieving its objectives (i.e. the selected control measures are not effective in controlling erosion or sedimentation).

In addition, the SESC Plan shall be amended to identify any new operator that will implement a component of the SESC Plan.

All revisions must be recorded in the Record of Amendments Log Sheet, which is contained in Attachment G of this SESC Plan, and dated red-lined drawings and/or a detailed written description must be appended to the SESC Plan. Inspection Forms must be revised to reflect all amendments. Update the Revision Date and the Version # in the footer of the Report to reflect amendments made.

All SESC Plan Amendments, except minor non-technical revisions, must be approved by the site owner and operator. Any amendments to control measures that involve the practice of engineering must be reviewed, signed, and stamped by a Professional Engineer registered in the State of RI.

The amended SESC plan must be kept on file at the site while construction is ongoing and any modifications must be documented.

Attach a copy of the Amendment Log.

Reference RI Model SESC Plan ATTACHMENT G

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SECTION 6: RECORDKEEPING

RIPDES Construction General Permit – Parts III.D, III.G, III.J.3.b.iii, & V.O

It is the site owner and site operator's responsibility to have the following documents available at the construction site and immediately available for RIDEM review upon request:

- A copy of the fully signed and dated SESC Plan, which includes:
 - A copy of the General Location Map
INCLUDED AS ATTACHMENT A
 - A copy of all SESC Site Plans
INCLUDED AS ATTACHMENT B
 - A copy of the RIPDES Construction General Permit *(To save paper and file space, do not include in DEM/CRMC submittal, for operator copy only)*
INCLUDED AS ATTACHMENT C
 - A copy of any regulatory permits (RIDEM Freshwater Wetlands Permit, CRMC Assent, RIDEM Water Quality Certification, RIDEM Groundwater Discharge Permit, RIDEM RIPDES Construction General Permit authorization letter, etc.)
INCLUDED AS ATTACHMENT D
 - The signed and certified NOI form or permit application form *(if required as part of the application, see RIPDES Construction General Permit for applicability)*
INCLUDED AS ATTACHMENT E
 - Completed Inspection Reports w/Completed Corrective Action Logs
INCLUDED AS ATTACHMENT F
 - SESC Plan Amendment Log
INCLUDED AS ATTACHMENT G

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SECTION 7: PARTY CERTIFICATIONS

RIPDES Construction General Permit – Part V.G

All parties working at the project site are required to comply with the Soil Erosion and Sediment Control Plan (SESC Plan including SESC Site Plans) for any work that is performed on-site. The site owner, site operator, contractors and sub-contractors are encouraged to advise all employees working on this project of the requirements of the SESC Plan. A copy of the SESC Plan is available for your review at the following location: Insert Onsite Location Here, or may be obtained by contacting the site owner or site operator.

The site owner and site operator and each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement.

I acknowledge that I have read and understand the terms and conditions of the Soil Erosion and Sediment Control (SESC) Plan for the above designated project and agree to follow the control measures described in the SESC Plan and SESC Site Plans.

Site Owner:

Town of Westerly
Kyle Zalaski, Town Engineer
68 White Rock Road
Westerly, RI 02891
(401) 348-2562, F (401) 596-9512 / kzalaski@westerlyri.gov

signature/date

Site Operator:

Insert Company or Organization Name
Insert Name & Title
Insert Address
Insert City, State, Zip Code
Insert Telephone Number, Insert Fax/Email

signature/date

Designated Site Inspector:

BETA Group, Inc.
Francis Marinaccio, PE, Project Engineer
701 George Washington Highway
Lincoln, RI 02865
(401) 333-2382, FMarinaccio@beta-inc.com

signature/date

SubContractor SESC Plan Contact:

Insert Company or Organization Name
Insert Name & Title
Insert Address
Insert City, State, Zip Code
Insert Telephone Number, Insert Fax/Email

signature/date

Insert more contact/signature lines as necessary

Soil Erosion and Sediment Control Plan - ATTACHMENTS
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

LIST OF ATTACHMENTS

Attachment A - General Location Map

Attachment B - SESC Site Plans

Attachment C - Copy of RIPDES Construction General Permit and Authorization to Discharge *(To save paper and file space, do not include in DEM/CRMC submittal, for operator copy only)*

Attachment D - Copy of Other Regulatory Permits

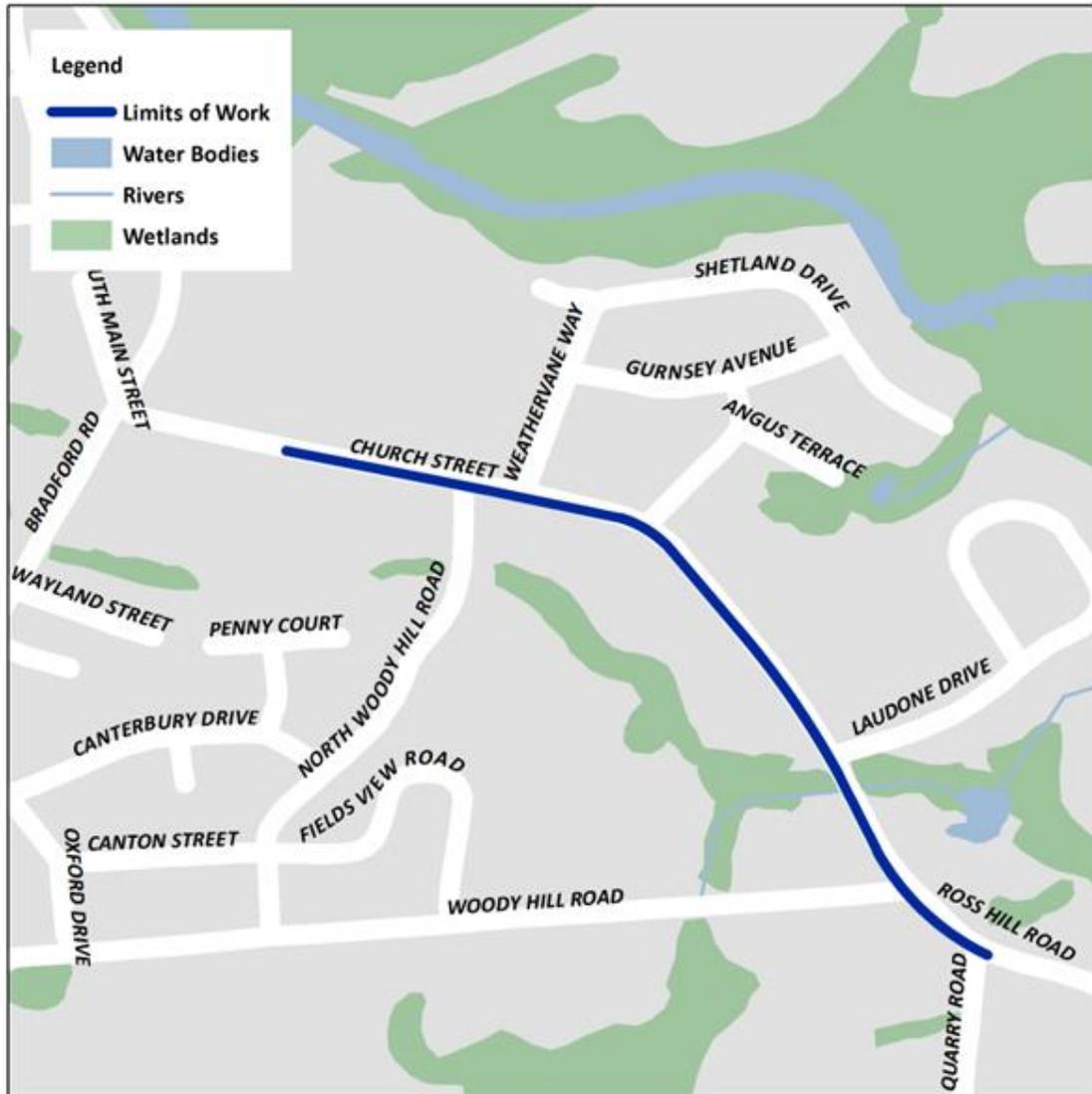
Attachment E - Copy of RIPDES NOI *(if required as part of application, see RIPDES Construction General Permit for applicability)*

Attachment F - Inspection Reports w/ Corrective Action Log

Attachment G - SESC Plan Amendment Log

Soil Erosion and Sediment Control Plan - ATTACHMENTS
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

Attachment A - General Location Map



Soil Erosion and Sediment Control Plan - ATTACHMENTS
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

Attachment B - SESC Site Plans

Please see the Plan Set: CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

Soil Erosion and Sediment Control Plan - ATTACHMENTS
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

**Attachment C - Copy of RIPDES Construction General Permit and
Authorization to Discharge** *(To save paper and file space, do not
include in DEM/CRMC submittal, for operator copy only)*

Not applicable for this project.

Attachment D - Copy of Other Regulatory Permits

Not applicable for this project.

Soil Erosion and Sediment Control Plan - ATTACHMENTS
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Attachment E - Copy of RIPDES NOI *(if required as part of application, see RIPDES
Construction General Permit for applicability)*

Not applicable for this project.

Soil Erosion and Sediment Control Plan - ATTACHMENTS
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

Attachment F - Inspection Reports w/ Corrective Action Log

SESC Plan Inspection Report

Project Information			
Name	CHURCH STREET SIDEWALK IMPROVEMENT PROJECT		
Location	Church Street, Westerly, RI 02808		
DEM Permit No.	N/A		
Site Owner	Name Town of Westerly	Phone (401) 348-2562	Email kzalaski@westerlyri.gov
Site Operator	Name	Phone	Email
Inspection Information			
Inspector Name	Name	Phone	Email
Inspection Date		Start/End Time	
Inspection Type	<input type="checkbox"/> Weekly <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event <input type="checkbox"/> Other		
Weather Information			
Last Rain Event	Date: Duration (hrs): Approximate Rainfall (in):		
Rain Gauge Location & Source:	KWST (Westerly Airport) or KOQU (Quonset)		
Weather at time of this inspection:			

Check statement that applies then sign and date below:

I, as the designated Inspector, certify that this site has been inspected as required by regulation and I have determined that maintenance and corrective actions are not required at this time.

I, as the designated Inspector, certify that this site has been inspected as required by regulation and I have made the determination that the site requires corrective actions. The required corrective actions are noted within this inspection report.

Inspector:	Print Name	Signature	Date
<p>The Site Operator acknowledges by his/her signature, the receipt of this SESC Plan inspection report and its findings. He/she acknowledges that all recommended corrective actions must be completed and documentation of all such corrective actions must be made in this inspection report per applicable regulations.</p>			
Operator:	Print Name	Signature	Date

Project:

Inspection Date:

Site-specific Control Measures

Number the structural and non-structural stormwater control measures identified in the SESC Plan and on the SESC Site Plans and list them below (add as necessary). Bring a copy of this inspection form and any applicable SESC Site Plans with you during your inspections. This list will assist you to inspect all control measures at your site.

FILL THIS TABLE USING THE SESC PLAN TABLES 2.11 & 3.12.

	Location/Station	Control Measure Description	Installed & Operating Properly?	Assoc. Photo/ Figure #	Corrective Action Needed (Yes or No; if 'Yes', please detail action required)
1	Site-wide	Compost Filter Sock (CFS)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2	STA 10+22	Hay Bale/Silt Fencing	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3	STA 22+83	Hay Bale/Silt Fencing	<input type="checkbox"/> Yes <input type="checkbox"/> No		
4			<input type="checkbox"/> Yes <input type="checkbox"/> No		
5			<input type="checkbox"/> Yes <input type="checkbox"/> No		
6	Attention Operator:	You must modify this inspection form as the project progresses, control measure locations change, and amendments to the SESC Plan are instituted in the field.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
7			<input type="checkbox"/> Yes <input type="checkbox"/> No		
8			<input type="checkbox"/> Yes <input type="checkbox"/> No		
9			<input type="checkbox"/> Yes <input type="checkbox"/> No		
10			<input type="checkbox"/> Yes <input type="checkbox"/> No		
11			<input type="checkbox"/> Yes <input type="checkbox"/> No		
12			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Project:

Inspection Date:

	Location/Station	Control Measure Description	Installed & Operating Properly?	Assoc. Photo/ Figure #	Corrective Action Needed (Yes or No; if 'Yes', please detail action required)
13			<input type="checkbox"/> Yes <input type="checkbox"/> No		
14			<input type="checkbox"/> Yes <input type="checkbox"/> No		
15			<input type="checkbox"/> Yes <input type="checkbox"/> No		
16			<input type="checkbox"/> Yes <input type="checkbox"/> No		
17			<input type="checkbox"/> Yes <input type="checkbox"/> No		
18			<input type="checkbox"/> Yes <input type="checkbox"/> No		
19			<input type="checkbox"/> Yes <input type="checkbox"/> No		
20			<input type="checkbox"/> Yes <input type="checkbox"/> No		
21			<input type="checkbox"/> Yes <input type="checkbox"/> No		
22			<input type="checkbox"/> Yes <input type="checkbox"/> No		
23			<input type="checkbox"/> Yes <input type="checkbox"/> No		
24			<input type="checkbox"/> Yes <input type="checkbox"/> No		
25			<input type="checkbox"/> Yes <input type="checkbox"/> No		
26			<input type="checkbox"/> Yes <input type="checkbox"/> No		
27			<input type="checkbox"/> Yes <input type="checkbox"/> No		
28			<input type="checkbox"/> Yes <input type="checkbox"/> No		

(add more as necessary)

Project:

Inspection Date:

General Site Issues

Below are some general site issues that should be assessed during inspections. Please **customize** this list as needed for conditions at the site.

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
1	Have all control measures been installed as specified in the RISESC Handbook and prior to any earth disturbing activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
2	Are appropriate limits of disturbance (LOD) established?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
3	Are controls that limit runoff from exposed soils by diverting, retaining, or detaining flows (such as check dams, sediment basins, etc.) in place?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
4	Are all temporary conveyance practices installed correctly and functioning as designed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
5	Has maintenance been performed as required to ensure continued proper function of all temporary conveyances practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
6	Were all exposed soils seeded by October 15 th ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
7	Have soils been stabilized where earth disturbance activities have permanently or temporarily ceased on any portion of the site and will not resume for more than 14 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
8	In instances where adequate vegetative stabilization was not established by November 15 th , have non-vegetative erosion control measures must be employed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
9	If work is to continue from October 15 th through April 15 th , are steps taken to ensure that only the day's work area will be exposed and all erodible soil is stabilized within 5 working days?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
10	Have inlet protection measures (such as fabric drop inlet protection, curb drop inlet protection, etc.) been properly installed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Project:

Inspection Date:

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
11	Has the operator cleaned and maintained inlet protection measures when needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
12	Has the operator removed accumulated sediment adjacent to inlet protection measures within 24 hours of detection?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
13	Has the operator properly installed outlet protection (such as riprap, turf mats, etc.) at all temporary and permanent discharge points?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
14	Are all outlet protection measures functioning properly in order to reduce discharge velocity, promote infiltration, and eliminate scour?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
15	Have all discharge points been inspected to ensure the prevention of scouring and channel erosion?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
16	Have sediment controls been installed along perimeter areas that will receive stormwater from earth disturbing activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
17	Is the operator maintaining sediment controls in accordance with the requirements in the <i>RI SESC Handbook</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
18	Have temporary sediment barriers been installed around permanent infiltration areas (such as bioretention areas, infiltration basins, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
19	Have staging areas and equipment routing been implemented to avoid compaction where permanent infiltration areas will be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
20	Are surface outlet structures (such as skimmers, siphons, etc.) installed for each temporary sediment basin? [Exception: frozen conditions]	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
21	Have all temporary sediment basins or traps been inspected and maintained as required to ensure proper function?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Project:

Inspection Date:

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
22	Does the project include the use of polymers, flocculants, or other chemicals to control erosion, sedimentation, or runoff from the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
23	Are all chemicals being managed in accordance with Appendix J of the <i>RISESC Handbook</i> and current best management practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
24	Has the site operator taken steps to prohibit the following pollutant discharges on the site?			
a	Contaminated groundwater.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
b	Wastewater from washout of concrete; unless properly contained, managed, and disposed of.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
c	Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction products.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
d	Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
e	Soaps or solvents used in vehicle and equipment washing.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
f	Toxic or hazardous substances from a spill or other release.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
25	Is the operator using properly constructed entrances/exits to the site so sediment removal occurs prior to vehicles exiting?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
26	If needed, are additional controls (such as rumble strips, rattle plates, etc.) in place to remove sediment from tires prior to exiting?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
27	Is sediment track-out being removed by the end of the same workday in which it occurs (via sweeping, shoveling, or vacuuming)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
28	Are all wastes generated at the site being managed and properly	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Project:

Inspection Date:

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
	disposed of by the end of each workday?			
29	Are all chemicals and hazardous waste materials stored properly in covered areas and surrounded by containment control systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
30	Has the operator established highly visible locations for the storage of spill prevention and control equipment on the construction site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
31	Are allowable non-stormwater discharges being managed properly with adequate controls?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
32	Is the site operator properly managing groundwater or stormwater that is removed from excavations, trenches, or similar points of accumulation?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
33	Are proper procedures and controls in place for the storage of materials that may discharge pollutants if exposed to stormwater?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are stockpiles located within the limits of disturbance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are stockpiles being protected from contact with stormwater using a temporary sediment barrier?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Where needed, has cover or appropriate temporary vegetative or structural stabilization been utilized for stockpiles?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Is the operator effectively managing the generation of dust through the use of water, chemicals, or minimization of exposed soil?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are designated washout areas (such as wheel washing stations, washout for concrete, paint, stucco, etc.) clearly marked on the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are vehicle fueling and maintenance areas properly located to prevent pollutants from impacting stormwater and sensitive receptors?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Project:

Inspection Date:

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
	(Other)			

(add more as necessary)

Project:

Inspection Date:

General Field Comments:

Project:

Inspection Date:

Photos:

(Associated photos – each photo should be dated and have a unique identification # and written description indicating where it is located within the project area. If a close up photo is required, it should be preceded with a photo including both the detail area and some type of visible fixed reference point. Photos should be annotated with Station numbers and other identifying information where needed.)

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

(add more as necessary)

Project:

Inspection Date:

Attachment G - SESC Plan Amendment Log

Soil Erosion and Sediment Control Plan - ATTACHMENTS
CHURCH STREET SIDEWALK IMPROVEMENT PROJECT

Amendment Log

TO BE FILLED OUT BY SITE OPERATOR

Describe amendment(s) to be made to the SESC Plan, the date, and the person/title making the amendment. ALL amendments must be approved by the Site Owner.

#	Date	Description of Amendment	Amended by: Person/Title	Site Owner Must Initial
1				
2				
3				
4				
5				
6				
7				
8				
9				

Add more lines/pages as necessary