



# Rhode Island Airport Corporation

February 23, 2023

**ADDENDUM NO. 1  
Invitation for Bids No. 33450  
PVD Southside Site Work & Grading  
Rhode Island T. F. Green International Airport**

Prospective Bidders and all concerned are hereby notified of the following changes in the Invitation for Bids (IFB) No. 33450. These changes shall be incorporated in and shall become an integral part of the contract documents.

1. Specification X-1-2.1 references precast concrete specification 034100 – Precast Structural Concrete. This specification is not included in the IFB documents, please provide it.

***The reference to Specification 034100 shall be removed and replaced with: “Section 809 Precast/Prestressed Structure Concrete Masonry from the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 (Amended March 2018)”.***

2. In the Screen Wall Spec it mentions for the precast panels to be pigmented. Historically we have noted great disparity in color with pigmented concrete since there are many factors that affect the final color including the color chosen itself. Would you consider accepting grey concrete panels and staining in the field? We have also found if we use pigmented concrete in the factory for the panels and they are also stained in the field you get a much more consistent finish and any cracks or dings in the field are far less noticeable. Exactly what is the color expectation / acceptable color variance (within each panel and from panel to panel)? Are you are looking for an Architectural Panel (i.e. PCI MNL-122-07)? Please clarify.

***The Screen Wall shall be plain concrete. No coloring or pigmentation will be required.***

3. Please provide the geotech report dated 8-31-22:

<p>EXERCISE CAUTION WHEN WORKING NEAR ELECTRICAL LINES.</p> <p>7. SEE GEOTECH REPORT DATED 08-31-2022 FOR SUBGRADE PREPARATION AND BERM CONSIDERATIONS.</p> <p>8. POST SPACING MAY BE ADJUSTED TO SUIT CONTRACTOR'S SCREEN</p>
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***The Geotechnical Report is attached as Appendix 2 to the Specifications.***

4. Regarding the insurance requirements on page 00100-7 of the specifications, Section H “Property Insurance”, does this section require a Builder’s Risk policy be obtained?

***Yes, this is intended to cover property while under construction.***

5. Is it anticipated that there is sufficient suitable material available from the unclassified excavation for construction of the berms, aside from the expected required quantity of loam import? If additional common borrow material is required to be imported, how will it be paid?

***Yes, the project was designed for a balanced cut/fill.***

6. How are the 18” RCP carrier pipes located under the proposed berm to be paid? There is far more quantity required than the 18” RCP pipe item contract quantity.

***The 18” RCP carrier pipes will be paid for under Item D-701-5.2 18-Inch Class V Reinforced Concrete Pipe. Drawings C451 and C452 have been revised to show one, 70 LF carrier pipe at the three locations. A revised Bid Form is attached.***

7. Several of the plant quantities listed in the Master Planting Schedule on Drawing L-100 do not match the contract bid item quantities.

***The Planting Schedule on Drawing L-100 is correct. A revised Bid Form is attached.***

8. Can you please see below regarding the procurement and delivery of the soundwall from one of the vendors? The 180 calendar days are very tight for the procurement and installation of the sound wall. Also after further review with a possible award in September the 180 day time line would not be in the planting season for the spring which starts late April and ends in early June. All our work would need to be completed before the planting season would start based on the 180 days. Could you please look at extending the project competition timeline to fit both the soundwall procurement and the landscaping season?

The 180 day project schedule is definitely aggressive. I spoke with our preferred steel post supplier. He thinks 12-14 weeks is a safe lead time for these posts given the specs – mill, cut, fab, galv, paint, ship. However that can only commence after the shops get approved. Realistically here is the schedule as I see it:

- 10 days from project award to PO executed
- 30 days for submittal package
- 30 days for review turnaround (typical for these kinds of projects, may be pessimistic)
- 15 days for resubmittal
- 15 days for approval (1 revise and resubmit round required, this may be optimistic)
- 100 days for post delivery, panels scheduled at about the same temp
- = 20 days behind schedule without considering panel installation and final grading, which cannot be done until the steel posts are in and footings cured

for a few days.

***The schedule remains 180 calendar days for this bid.***

9. Please provide details of the existing sound wall that is to be removed, this information is needed to price this work.

***No record drawings or details are available for the existing sound wall. The concrete height varies with an approximate 9 feet maximum height above grade.***

10. Drawing C405 detail 5 grassed conveyance swale calls out for an erosion control blanket, please provide a bid item for this work.

***Remove erosion control blanket from Detail 5 on Drawing C405.***

11. Utility plans show 18" RCP below the new berm, the quantity for bid item D-701-5.2 only reflects the new drainage pipe. Please provide a new bid item for this work or increase the quantity of D-701-5.2.

***The quantity of D-701-5.2 has been increased. A revised Bid Form is attached.***

12. What invert elevation or how deep under the berm will the 18" RCP be installed at?

***Assume invert elevation will not exceed a depth of 6 feet from existing ground.***

13. Are company certified financial statements required to be included in the bid proposal? (on page 20 of the PDF, it states to supply with the bid proposal but on page 53 of the PDF it states that the apparent low bidder shall provide certified financial statements are due within 5 days of the request made by RIAC)

***No, certified financial statements do not need to be included in the bid. Per page 53, the apparent low bidder shall provide certified financial statements within 5 days of the request made by RIAC.***

14. Replace Section 00320 Bid Form with the revised Section 00320 Bid Form attached to this Addendum.

15. Replace Section 00500 Contract Agreement with the revised Section 00500 Contract Agreement attached to this Addendum.

16. Replace Section 00700 Statutory Provisions with the revised Section 00700 Statutory Provisions attached to this Addendum.

17. **Drawings:** The following drawings have been revised and are attached:

G002 Sheet Index and Summary of Quantities

C251 Utility Demolition Plan - 1 and C252 Utility Demolition Plan - 2

C451 Utility Plan - 1 and C452 Utility Plan - 2

18. **Specifications:**

C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation

Control: 102-4.1.c. Remove the text "Sediment basins" and replace with "Sediment trap".

X-1 Screen Wall: X-1-2.1.a., second sentence: Remove "034100 – Precast

*Structural Concrete and replace with: "Section 809 Precast/Prestressed Structure Concrete Masonry from the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 (Amended March 2018)". X-1-2.1.f. Remove and replace with "f. Integral Color. Not used."*

RIAC would like to remind all prospective bidders/offerors that additional Addendums may be issued by RIAC until the deadline for bid submissions. As such, RIAC encourages prospective bidders/offerors to visit [www.flyri.com/riac/procurement](http://www.flyri.com/riac/procurement) on a frequent basis.

**####END OF ADDENDUM####**

**BID FORM**

To: Rhode Island Airport Corporation  
Rhode Island T. F. Green International Airport  
2000 Post Road  
Warwick, Rhode Island 02886  
ATTN: Office of Procurement

Date: \_\_\_\_\_  
Time: \_\_\_\_\_

For:

**Southside Site Work and Grading  
Rhode Island T. F. Green International Airport  
Warwick, Rhode Island  
RIAC Construction Contract No. 33450**

The undersigned, having visited the site of the work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

ADDENDA: Bidder acknowledges receipt of and has examined the Addenda:

Addendum Number _____	dated _____
Addendum Number _____	dated _____
Addendum Number _____	dated _____
Addendum Number _____	dated _____

Acknowledged by \_\_\_\_\_ date \_\_\_\_\_.

BID PROPOSAL: This Proposal shall be filled in by the BIDDER with prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between the words and numerals, the amounts shown in words shall govern.

BIDDER agrees to perform all necessary labor, furnish all materials and do all work described in the Specifications, including allowances, and shown on the Drawings, for the following lump sum prices and/or unit prices:

BID PROPOSAL: Bidder agrees to perform all of the work described in the Contract Documents, including allowances, for the sum of:

**Base Bid:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words shall govern) (Figures)

<b>RHODE ISLAND AIRPORT CORPORATION</b>						
<b>SOUTHSIDE SITE WORK AND GRADING</b>						
BIDDERS ARE REQUIRED TO COMPLETE ALL FIELDS. ONLY HARD COPIES SHALL BE RETURNED WITH YOUR PROPOSAL.						
ITEM NO	SPEC	DESCRIPTION	QUANTITY (A)	UNITS	UNIT PRICE (B)	TOTAL (AXB)
<b>SCHEDULE A</b>						
C-102-5.1	C-102	COMPOST FILTER TUBE	9,221	LF		
C-102-5.2	C-102	SILT SACK INLET PROTECTION	3	EA		
C-102-5.3	C-102	BALED HAY CATCH BASIN INLET PROTECTION	9	EA		
C-102-5.4	C-102	CONSTRUCTION EXIT	2	EA		
C-105-7.1	C-105	MOBILIZATION	1	LS		
C-105-7.2	C-105	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS		
C-105-7.3	C-105	FIELD OFFICE	1	LS		

<b>RHODE ISLAND AIRPORT CORPORATION</b>						
<b>SOUTHSIDE SITE WORK AND GRADING</b>						
ITEM NO	SPEC	DESCRIPTION	QUANTITY (A)	UNITS	UNIT PRICE (B)	TOTAL (AXB)
P-101-5.1	P-101	REMOVAL OF ASPHALT PAVEMENT, 6" DEPTH	64,606	SY		
P-101-5.2	P-101	REMOVAL OF EXISTING ELECTRIC/COMMUNICATION CONDUIT MATERIAL	9,627	LF		
P-101-5.3	P-101	REMOVAL OF EXISTING WATER PIPE	1,322	LF		
P-101-5.4	P-101	REMOVAL OF ELECTRIC/COMMUNICATION STRUCTURES	21	EA		
P-101-5.5	P-101	REMOVAL OF HYDRANTS	5	EA		
P-101-5.6	P-101	REMOVAL OF LIGHTPOLE FIXTURES, POLES AND FOUNDATIONS	53	EA		
P-101-5.7	P-101	REMOVAL OF BUS SHELTERS	9	EA		
P-101-5.8	P-101	REMOVAL OF SOUND BARRIER WALL	457	LF		
P-101-5.9	P-101	REMOVAL AND SALVAGE OF JERSEY BARRIERS	320	LF		

<b>RHODE ISLAND AIRPORT CORPORATION</b>						
<b>SOUTHSIDE SITE WORK AND GRADING</b>						
ITEM NO	SPEC	DESCRIPTION	QUANTITY (A)	UNITS	UNIT PRICE (B)	TOTAL (AXB)
P-151-4.1	P-151	CLEARING AND GRUBBING	0.8	AC		
P-151-4.2	P-151	TREE REMOVAL	0.5	AC		
P-152-4.1	P-152	UNCLASSIFIED EXCAVATION	18,761	CY		
F-162-5.1	F-162	AOA CHAIN-LINK FENCE	1,242	LF		
F-162-5.2	F-162	EXISTING FENCE REMOVAL	3,584	LF		
F-162-5.3	F-162	EXISTING GUARD RAIL REMOVAL	1,039	LF		
D-701-5.1	D-701	12-INCH CLASS V REINFORCED CONCRETE PIPE	382	LF		
D-701-5.2	D-701	18-INCH CLASS V REINFORCED CONCRETE PIPE	405	LF		
D-701-5.3	D-701	24-INCH CLASS V REINFORCED CONCRETE PIPE	475	LF		



<b>RHODE ISLAND AIRPORT CORPORATION</b>						
<b>SOUTHSIDE SITE WORK AND GRADING</b>						
ITEM NO	SPEC	DESCRIPTION	QUANTITY (A)	UNITS	UNIT PRICE (B)	TOTAL (AXB)
D-701-5.4	D-701	36-INCH CLASS V REINFORCED CONCRETE PIPE	15	LF		
D-701-5.5	D-701	12-INCH REINFORCED CONCRETE FLARED END SECTION	2	EA		
D-701-5.6	D-701	REMOVAL OF EXISTING DRAINAGE PIPE	4,260	LF		
D-751-5.1	D-751	48-INCH DIAMETER CATCH BASINS	7	EA		
D-751-5.2	D-751	48- INCH DIAMETER CATCH BASINS (SHALLOW)	2	EA		
D-751-5.3	D-751	48-INCH DIAMETER DRAIN MANHOLE	1	EA		
D-751-5.4	D-751	60-INCH DIAMETER DRAIN MANHOLE	1	EA		
D-751-5.5	D-751	EXISTING DRAINAGE STRUCTURE REMOVED	43	EA		
D-751-5.6	D-751	RELOCATION OF EXISTING MODULAR STORMWATER TREATMENT SYSTEM	1	EA		

<b>RHODE ISLAND AIRPORT CORPORATION</b>						
<b>SOUTHSIDE SITE WORK AND GRADING</b>						
ITEM NO	SPEC	DESCRIPTION	QUANTITY (A)	UNITS	UNIT PRICE (B)	TOTAL (AXB)
T-901-5.1	T-901	SITE SEEDING	25	AC		
T-901-5.2	T-901	EARTHEN BERM SEEDING	2.5	AC		
T-905-5.1	T-905	TOPSOIL (OBTAINED ON SITE)	6,890	CY		
T-905-5.2	T-905	TOPSOIL (FURNISHED FROM OFF THE SITE)	7,372	CY		
X-1-5.1	X-1	SCREEN WALL	1,852	LF		
X-2-4.1	X-2	JUNIPERUS VIRGINIANA - EASTER RED CEDAR, 7-8 FT	39	EA		
X-2-4.2	X-2	THUJA PLICATA 'GREEN GIANT' - GREEN GIANT WESTERN ARBORVITAE, 8-10 FT.	21	EA		
X-2-4.3	X-2	PICEA GLAUCA - WHITE SPRUCE, 8-10 FT.	21	EA		
X-2-4.4	X-2	PICEA ABIES - NORWAY SPRUCE, 8-10 FT.	17	EA		

<b>RHODE ISLAND AIRPORT CORPORATION</b>						
<b>SOUTHSIDE SITE WORK AND GRADING</b>						
ITEM NO	SPEC	DESCRIPTION	QUANTITY (A)	UNITS	UNIT PRICE (B)	TOTAL (AXB)
X-2-4.5	X-2	PINUS NIGRA - AUSTRIAN PINE, 6-7 FT.	22	EA		
X-2-4.6	X-2	JUNIPERUS CHINENSIS 'NICKS COMPACT' - NICKS COMPACT JUNIPER, #3 POT	82	EA		
X-2-4.7	X-2	RHUS AROMATICA 'GRO-LOW' - GROW-LOW FRAGRANT SUMAC, #3 POT	82	EA		
X-2-4.8	X-2	COMPTONIA PEREGRINA - SWEETFERN, #2 POT	82	EA		
X-2-4.9	X-2	ILEX GLABRA, INKBERRY, #3 POT	101	EA		
X-2-4.10	X-2	FORSYTHIA X INTERMEDIA 'LYNWOOD GOLD' - FORSYTHIA, #5 POT	86	EA		
X-4-4.1	X-4	RETRO- REFLECTIVE POSTS	15	EA		
X-5-4.1	X-5	ELECTRIC HAND HOLE	2	EA		

X-5-4.2	X-5	COMMUNICATION HAND HOLE	1	EA		
<b>TOTAL BID PRICE - BASE BID</b>						

ALLOWANCES: The specified Allowances, from Section 012100 in Division 1 of the Specifications, have been included in the above Bid Sum as follows:

None

LIQUIDATED DAMAGES: Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written "Notice-to-Proceed" which will specify an effective date for the Contractor to begin work at the site. The contract work shall be completed within **180 Calendar days** from the date of issuance of the Notice to Proceed.

Should work continue beyond time specified above, and no time extension has been granted via the Change Order process, then liquidate damages will be assessed to the Contractor for each and every calendar day the work remains uncompleted.

Liquidated damages for this project shall be **(\$2,000.00)** per calendar day for Contractor's failure to complete any key milestone by the intermediate completion date or the Substantial Completion date. Refer to Section 00800, Summary of Work.

The undersigned affirms that in making such bid, neither he or she nor any company that they may represent, nor anyone in behalf of him or her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other bidder or proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned further agrees that if awarded the Contract he or she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he or she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he or she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided in the Special Provisions and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

In submitting this bid, it is understood that the right is reserved by the Owner to the fullest extent permitted by law to waive any informality or irregularity in any bid or bid guaranty, to reject any and all bids, to re-bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive bidder to such extent as may be beneficial to the Owner in its sole discretion.

*The undersigned attaches hereto a cashier's check, certified check or Bid Bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable to the Rhode Island Airport Corporation, as required in the Information for Bidders, and the undersigned agrees that in case he or she fails within five (5) calendar days after Notice of Intent to Award the Contract to him or her, to enter into a Contract Agreement in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his rights and interest in such bid and that the cashier's check, certified check, or Bid Bond accompanying his or her bid has been forfeited. Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his or her bid.*

A bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his or her own employment policies and practices as well as those of his or her proposed Subcontractors as the Owner may require.

The bidder shall furnish similar statements executed by each of his or her first-tier and second-tier Subcontractors whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such Subcontractors before awarding such Subcontractors. No subcontract shall be awarded to any non-complying Subcontractor.

The undersigned affirms that he or she has completed all of the blank spaces in the "Bid Form", with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted shall take precedence and govern when determining final costs or award of Contract.

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of Rhode Island were used in the preparation of this "Bid Form".

**SIGNATURE OF BIDDER**

\* Signed \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This proposal includes Addendum Numbers(s): \_\_\_\_\_  
(Fill in numbers(s) if Addendum(s) are issued)

Address of permanent place of business to which Notice-to-Proceed should be sent:

\_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_

\*Important: Execute acknowledgment of officer or agent who signs this document (use proper form below):

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:**

State of: ( \_\_\_\_\_ )

County of: ( \_\_\_\_\_ )§

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me Known, who, being by me duly sworn, did depose and say to me that he/she resides at \_\_\_\_\_, that

he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument, and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of ( \_\_\_\_\_ )

County of ( \_\_\_\_\_ )§

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(Seal) \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:**

State of ( \_\_\_\_\_ )

County of ( \_\_\_\_\_ )§

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the forgoing instrument and acknowledged that he/she executed the same.

(Seal) \_\_\_\_\_  
Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(SWORN AFFIDAVIT)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the successful bidder before a person who is authorized by the Laws of this State to administer oaths.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the unsworn declaration (as stated on the following page) or the sworn affidavit as prescribed below:

**PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT. DO NOT SIGN BOTH STATEMENTS.**



**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(SWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of \_\_\_\_\_

County of \_\_\_\_\_§

I, \_\_\_\_\_ (name of party signing affidavit)

\_\_\_\_\_ (title), being duly sworn, do

depose and say: on behalf of \_\_\_\_\_ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Airport Corporation Construction Contract Number 33450.

County of \_\_\_\_\_

Town/City \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My commission expires \_\_\_\_\_  
Signature and Seal of Notary Public

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(UNSWORN AFFIDAVIT)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Rhode Island Airport Corporation (RIAC) of the contract for this work, that there be filed a unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

The person, firm, association, or corporation submitting the bid (under 23 U.S.C. 112(c)) has the option to sign either:

- a. the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- b. the unsworn declaration executed under penalty of perjury under the laws of the United States (as allowed by 28 U.S.C. 1746).

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the sworn affidavit (as stated on the previous page) or the unsworn declaration as prescribed below:

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
(UNSWORN AFFIDAVIT)**

To the: RHODE ISLAND AIRPORT CORPORATION

State of \_\_\_\_\_

County of \_\_\_\_\_ §

I, \_\_\_\_\_ (name of party signing affidavit)

\_\_\_\_\_ (title), under penalty of perjury

under the laws of the United States, do depose and say: on behalf of \_\_\_\_\_  
that said Contractor has not, either directly or indirectly, entered into any agreement, participated in  
collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode  
Island Airport Corporation Construction Contract Number 33450.

County of \_\_\_\_\_

Town/City \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature and Seal of Notary Public

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type</b> a. initial filing b. material change  For Material Change Only:  Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and address of Prime:</b>
<b>6. Federal Department Agency:</b>	<b>7. Federal Program Name/Description:</b>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10a. Name and Address of Lobbying Entity, (if individual, last name, first name, MI)</b>	<b>10b. Individuals performing Services (including address if different from No. 10a.), (if individual, last name, first name, MI)</b>	
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ actual planned	<b>13. Type of Payment (check all that apply)</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify _____	
<b>12. Form of Payment (check all that apply):</b> a. cash b. In-kind; specify; nature _____ value _____		
<b>14. Brief Description of services performed or performed and date(s) of Service, including officer(s), employer(s), or member(s) contacted for payment indicated in Item 11.</b>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:      Yes      No</b>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	
	<i>Federal Use Only</i>	

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 LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTION**

In accordance with the Code of Federal Regulations, part 49, CFR Section 29.510, the prospective primary participant \_\_\_\_\_ (Name of Authorized Agent), \_\_\_\_\_ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his / her knowledge and belief, that it's principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification?
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial or award, but will be considered in determining contractor responsibility. For any exception note, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanction. If an exception is noted, the contractor must contact the Corporation to discuss the exception prior to award of the contract.

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\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

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**REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:**

A certification of Nonsegregated Facilities must be submitted at the time of the bid opening of a contract or subcontract exceeding Ten Thousand Dollars (\$10,000), which is not exempt from the provisions of the Equal Opportunity Clause.

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

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Name and Title of Signer *(please type)*

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Signature

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Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

1. Name of Project:  
Southside Site Work and Grading
2. Number of Project:  
33450
3. Total Dollar Amount of Bid \_\_\_\_\_
4. Disadvantaged Business Enterprise Participation \$ \_\_\_\_\_
  - a. Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_
  - b. If the Bidder is a Disadvantaged Business Enterprises (Contractors, suppliers, vendors), the services they will provide and the approximate amount of money they will receive. (Include joint venture partner, if applicable.)  
Total of listed amounts \$ \_\_\_\_\_

(Use back of sheet for additional space, if needed)

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_



**LETTER OF INTENT TO PERFORM  
AS A QUALIFIED DISADVANTAGED BUSINESS**

To: \_\_\_\_\_ Project: **Southside Site Work and Grading**

\_\_\_\_\_  
(Name of Contractor)

Reference #: \_\_\_\_\_

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

\_\_\_\_\_ an individual      \_\_\_\_\_ a corporation  
\_\_\_\_\_ a partnership      \_\_\_\_\_ a joint venture

The undersigned certifies the company is a Disadvantaged Business Enterprise as defined by the Rhode Island Department of Administration

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

\_\_\_\_\_  
\_\_\_\_\_

Subcontractor: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
(Name)

Supplier: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
(Name)

The Bid Price agreed upon is: \$ \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned agrees that the contract conditions above are true and accurate and will be performed by the above, who will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with

\_\_\_\_\_  
\_\_\_\_\_

Name of company, signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed nonresponsive.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Disadvantaged Company)

\*As determined by \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Officer)

**DBE WAIVER FORM**

(Required for All Bids Requesting Waiver of the use of DBE's Requirement Stated in Section 00750)

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Address) (Company)

certify that on \_\_\_\_\_, I contacted the following DBE Contractors to obtain a bid for work  
(date)

items to be performed on Contract Number 33450.

DBE Contractor Name and Address      Work Items Sought

DBE Contractor Name and Address	Work Items Sought
_____	_____
_____	_____
_____	_____

To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This portion to be completed by DBE Contractor:

\_\_\_\_\_ was offered an opportunity to bid or make an offer on the above  
(Name of DBE)

identified work on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Source)

The above statement is a true and accurate account of why I did not submit an offer/bid on this project.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

### CONTRACTOR QUALIFICATION FORM

**Instructions:**

Elaboration of the following required information is necessary to ascertain your firm's capabilities to effectively execute the Project. Pursuant to the Information to Bidders of Section 1, your completion of this Contractor Qualification Form is MANDATORY and will be utilized by RIAC as a basis for determining the qualified lowest bid, and subsequent award.

**PLEASE ATTACH TO THIS FORM A COPY OF YOUR CERTIFICATE OF INSURANCE INDICATING CURRENT LIMITS.**

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Firm: _____	President: _____
Address: _____	Phone: _____
_____	Fax: _____
Federal ID#: _____ Contact: _____	Former Company Name: _____
Years performing work specialty: _____	Work Now Under Contract: \$ _____
Bank Reference: _____	Work in Place Last Year: \$ _____
Address: _____	Average Annual Sales Last 3 Years.: \$ _____
_____	Value Of Capital Equipment Owned:\$ _____
Bonding Company: _____	Bonding Agent: _____
Total Bonding Capacity: \$ _____	Address: _____
Work Currently Bonded: \$ _____	_____
Work Now Under Contract: \$ _____	
Bonding Companies Best Rating: _____	Bonding Agent's Phone: _____
Is Firm In Compliance with all EEO Requirements? Y N	Has Firm Ever Failed To Complete A Contract?: Y N
Has Firm Ever Been Involved In Bankruptcy Or Re-organization? Y N	Are There Any Claims Against The Firms?: Y N
Are There Any Pending Judgments Against The Firm?: Y N	

(IF THE ANSWER IS YES TO ANY OF THE ABOVE PLEASE DESCRIBE ON A SEPARATE SHEET)

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**Insurance: ("CLAIMS-MADE" GENERAL LIABILITY IS UNACCEPTABLE)**

Submit Sample Certificate Of Insurance Showing Coverage And Limits For General Liability, Automobile Liability, Excess Umbrella Liability, And Worker's Compensation.

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Experience Modification Rating: _____	Agency's Name: _____
Contact's Name: _____	Contact's Phone: _____

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**Safety:**

**Attach Log And Summary Of OSHA violations and any fines or settlements for the past 36 months**

**Attach Log And Summary Of Occupational Injuries And Illnesses As Required By the U.S. Dept. Of Labor For The Past 36 Months (OSHA Form No. 200)**

OSHA Recordable Incident Rate (Current Year): \_\_\_\_\_ OSHA Lost Days Away Incident Rate (Current Year): \_\_\_\_\_

List Four (4) Or More Most Significant Projects Completed Within The Last Five (5) Years:  
 Refer to Section 00100, paragraph XI.

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

**PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY**

Please list **key personnel** available for project and describe responsibilities of each:

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Total Firm Staff Employed for this project: \_\_\_\_\_ Total Staff Employed Firm-wide: \_\_\_\_\_

Please list **key equipment** available for project and whether Firm owns or leases equipment:

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List Three (3) Or More Most Significant Projects Currently Under Construction:

Refer to Section 00100, paragraph XI

Project & Location	Engineer	Contract With	Contract Amount	Date Completed	Reference Contact & Phone Number

**PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY**

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**THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER COMPANY'S FINANCIAL STATEMENT, CERTIFIED BY CERTIFIED PUBLIC ACCOUNTANT, WITHIN 5 DAYS OF REQUEST BY RIAC.**

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**THE APPARENT LOW BIDDER SHALL PROVIDE A COPY OF HIS/HER COMPANY'S CONTRACTOR QUALIFICATION FORM TO RIAC, IF REQUESTED, WITHIN 5 DAYS OF BID OPENING.**

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This Form **MUST** Be Signed By An Officer Of The Firm Or An Individual So Authorized By An Officer Of The Firm.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROJECT SUBCONTRACTORS**

The Bidder advises herein that the following Subcontractors are proposed for the item of work listed. Subcontractors are subject to review and approval per the requirements of the Contract Documents and the technical requirements specified. List only firms that will supply labor at the site. Failure to provide this information may result in the bid being considered non-responsive.

<b>SUBCONTRACTOR</b>	<b>DBE (Y/N)</b>	<b>TRADE</b>	<b>CONTRACT WORK ITEM(S) TO BE PERFORMED</b>	<b>VALUE (\$)</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Respectfully Submitted:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION OF COMPLIANCE WITH FEDERALLY REQUIRED CONTRACT  
REQUIREMENTS

The bidder/offeror certifies, by submission of this proposal or acceptance of this, that he/she has read the federally mandated contract requirements as listed in Section 00950, Federal Contract Conditions and Section 00960, Executive Orders and that compliance with said references will be incorporated into the terms of the Contract documents.

I hereby certify that I have read and will comply with all of the above requirements.

\_\_\_\_\_  
Signature of Authorized Contractor and/or Consultant Representative

\_\_\_\_\_  
Date

### **Certification of Compliance with FAA Buy American Preference – Construction**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.



- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY  
CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

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

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT**  
**As Required by 41 CFR 60-1.7(b)**

The Bidder (proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bids.

1. The Bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR.
2. The Bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (proposer) has \_\_\_\_\_ has not \_\_\_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (proposer) does \_\_\_\_\_ does not \_\_\_\_\_ employ fifty (50) or more employees.

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL (If Sole Proprietor or Partnership)

\_\_\_\_\_  
(Firm Name)

ATTEST :

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Impress Corporate Seal)

\_\_\_\_\_  
(Corporation Name)

By: \_\_\_\_\_  
(President)

Attest: \_\_\_\_\_  
(Secretary)

SURETY:

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-In-Fact  
(Power of Attorney Must Be Attached)

**END OF PROPOSAL FORMS**

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**Section 00500**

**RHODE ISLAND AIRPORT CORPORATION  
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT, hereinafter “Contract”, executed in the City of Warwick, in the State of Rhode Island this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Rhode Island Airport Corporation (RIAC or Owner), a quasi-public agency of the State of Rhode Island, and

the CONTRACTOR: **CONTRACTOR NAME**  
**CONTRACTOR ADDRESS**  
**CONTRACTOR ADDRESS**  
**CONTRACTOR TELEPHONE NUMBER**

for the Project: **SOUTHSIDE SITE WORK AND GRADING**

**RHODE ISLAND T. F. GREEN INTERNATIONAL AIRPORT  
WARWICK, RHODE ISLAND  
CIP NO. PVD. 350 CONTRACT NO. 33450  
PURCHASE ORDER NO.: TBD  
FAA AIP NO.: 3-44-0003-XXX-2023**

1. **SCOPE OF WORK.** The CONTRACTOR agrees to furnish all equipment, machinery, tools, labor; to furnish and deliver all material required to be furnished and delivered in and about the improvements; and to do and perform all of the Work necessary and required for construction of the **SOUTHSIDE SITE WORK AND GRADING** project (“Project”) in accordance with and pursuant to the terms, provisions, covenants and conditions of this Contract and the Contract Documents that are incorporated by reference.
2. **CONTRACT TIME.** The CONTRACTOR shall be prepared to begin the work to be performed under this Contract within **ten (10) calendar days** of a written “Notice to Proceed (or award)” as provided by the Owner, and to fully complete within **One Hundred and Eighty (180) Calendar Days** as detailed in the Contract Documents.
3. **CONTRACT PRICE.** Owner shall pay the Contractor for the performance of the Work and completion of this Contract, subject to any additions and deductions by Change Order as provided in the Contract, in current funds, the amount of **AMOUNT IN WORDS (\$Amount in Numbers)** for the Bid.
4. **CONTRACT DOCUMENTS.**
  - A. This Contract, together with the following documents, constitute the “Contract Documents” and are incorporated by reference:

1. Invitation to Bid, Instruction to Bidders, Bid Proposal Forms & Bid Bond
2. Bid Addenda (if any)
3. Certification of Bidding Requirements
4. Certification of Compliance with Federally Required Contract Requirements
5. Anti-Collusion Certificate (Sworn or Unsworn Affidavit)
6. Disclosure of Lobbying Activities
7. Certificate Regarding Debarment, Suspension or Other Responsibility Matters
8. Certification of Non-Segregated Facilities
9. Disadvantaged Business Utilization Plan with Letters of Intent
10. Certification of Buy American Compliance for Manufactured Products
11. Certification of Bidder Regarding Tax Delinquency and Felony Convictions
12. Equal Employment Opportunity Report Statement
13. Contractor Qualifications and Certification Form
14. Bidder's Subcontractor List
15. Notice of Award
16. Construction Contract
17. Construction Contract Change Orders (if any)
18. Payment and Performance Bonds
19. Insurance Certificate(s) and Policies
20. Notice to Proceed
21. Project Contract Forms
22. Contractor's Guarantee
23. RIAC and FAA General Provisions
24. Supplemental General Provisions
25. Special Provisions
26. Technical Specifications
27. Project Plans
28. Project Permits
29. FAA Airport Improvement Program Requirements
30. Required Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects – See Attachment "A"
31. Federal (Davis-Bacon) Prevailing Wage Rates
32. Construction Safety and Phasing Plan (CSPP)
33. Contractor's Safety Plan Compliance Document (SPCD)
34. FAA Advisory Circular (AC) 150/5370-2, latest revision, Operational Safety on Airports during Construction

B. The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

C. In the event of a conflict between the terms and conditions of the Contract Documents, the more restrictive on the CONTRACTOR shall control.

5. **REQUIRED FEDERAL AVIATION ADMINISTRATION PROVISIONS.** Required



Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects for the required provisions considered to be part of this Contract.

6. **WORK PROSECUTION.** The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed by the Owner, and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the Owner to ensure its completion within the time set forth in the CONTRACT. Should the prosecution of the work for any reason be discontinued by the CONTRACTOR, with the consent of the Owner to such work stoppage, the CONTRACTOR shall not recommence work unless CONTRACTOR has given the Owner at least forty-eight (48) hours prior to written notice.
7. **INTEREST OF MEMBERS OF OWNER AND OTHERS.** No officer, member or employee of Owner and no member of its governing body and no other public official of the governing body of the locality or localities that the Project covers or in which it is being carried out who exercises any functions or responsibilities in the review of or approval of the undertaking or carrying out of this Project, shall (a) participate in any decision relating to the Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, interested or (b) have any interests, direct or indirect, in this Contract or proceeds from it.
8. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Rhode Island, exclusive of its choice-of-law rules, as well as all applicable federal and local laws. The CONTRACTOR and its subcontractors shall comply with all local, state and federal laws. All rights and remedies available to Owner under this Contract shall be cumulative and in addition to all other rights and remedies granted to Owner at law or in equity.
9. **ALL LEGAL PROVISIONS INCLUDED.** The parties intend and agree that all legal provisions of law that are required to be included in this Contract shall be deemed to be included. If by mistake or otherwise some provision is not included or is not included in its proper form, then either party may apply to amend the Contract, which shall be made in writing and signed by both parties, to comply strictly with the law and without prejudice to the rights of either party.
10. **RIGHTS AND REMEDIES.**
  - A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
  - B. No action, or failure to act, by the Owner or the CONTRACTOR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. **DISPUTE RESOLUTION PROCEDURES.** The parties agree to endeavor, in good faith and in recognition of the costs and expenses associated with legal proceedings, to resolve and settle among themselves any disputes, or controversies, pertaining to the Contract through direct negotiations between the parties. However, if settlement, or resolution, cannot be reached from these direct negotiations, the parties agree to the following dispute resolution procedures:

- (a) **Mediation:** For any Controversy or Claim not resolved directly between the CONTRACTOR and the Owner, and prior to the implementation of the binding dispute resolution procedures set forth in Section (b) below, the Owner shall have the option to pursue non-binding mediation, exercisable by written notice to the CONTRACTOR. In the event of the exercise of such option by the Owner, the Owner and the CONTRACTOR shall attempt to select a mediator, and in the event that the Owner and the CONTRACTOR cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the State of Rhode Island, Superior Court, with a copy to the other, with a request for the court to appoint a mediator.

The mediation, unless the parties mutually agree otherwise in writing, shall be in accordance with the Construction Industry Rules of the American Arbitration Association. The parties agree to equally share in the mediator's fee and any filing fees. Any mediation will be held in Warwick, Rhode Island. Each party agrees to bear their own attorney's fees associated with the mediation.

- (b) **Arbitration and Litigation:** If the mediation described in Section (a) is unsuccessful, then, in Owner's sole discretion, any controversy, or claim, arising out of or relating to this Contract, or the breach thereof, shall be resolved by either binding arbitration or litigation (filed in the state or local courts of Warwick, Rhode Island). Owner will notify the CONTRACTOR in writing of its election of arbitration or litigation within thirty (30) calendar days after the date of the unsuccessful mediation, and CONTRACTOR agrees not to commence any legal action against Owner until such election is made and communicated. If Owner elects binding arbitration, it shall be administered, unless the parties mutually agree otherwise in writing, in accordance with the most recent Construction Industry Rules of the American Arbitration Association. Whether arbitration or litigation is elected by Owner, any hearing shall be held in the State of Rhode Island, and the Court or Arbitrator(s) shall have the power to award to the prevailing party its reasonable attorneys' fees, expenses and costs.

12. **SUBCONTRACTOR APPROVAL AND CONTRACT EXECUTION.** The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, without the Owner's prior written consent, which the Owner may grant or withhold in its sole discretion. No Subcontracts or any contract assignment or transfer shall release the CONTRACTOR of its liability under the Contract (and the Payment and Performance Bonds provided with respect thereto).

The CONTRACTOR agrees and understands that all subcontracts will contain, by inclusion or

reference, all the pertinent provisions of this Contract which bind the subcontractor to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the CONTRACTOR, by this Contract assumes toward the Owner.

Further, the Owner at all times retains the right to approve all Subcontractors utilized in the performance of Work on the Project and Owner has the right to request copies of any and all subcontract agreements. CONTRACTOR shall utilize all subcontractors, indicated as subcontractors (including MBE/WBE or DBE subcontractors), for the performance of the Work **unless the substitution of a subcontractor is approved by Owner.** If CONTRACTOR wishes to substitute a subcontractor, CONTRACTOR must contact Owner at least thirty (30) days prior to the date of the desired substitution. Should an emergency arise wherein a substitution is necessary immediately, CONTRACTOR should contact Owner as soon as possible. Owner has sole discretion as to whether or not to grant a request for a substitution.

13. **LIQUIDATED DAMAGES.** It is mutually agreed between the parties hereto that time is of the essence on this Contract, and in the event the construction is not completed within the time herein specified, it is agreed that from any money due or to become due the CONTRACTOR or their Surety, the Owner may retain Liquidated Damages in accordance with FAA Section 80-08 Failure to Complete on Time, for each calendar day thereafter, Sundays and holidays included, that the work remains incomplete, not as a penalty, but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the CONTRACTOR to complete the work within the time stipulated. In addition to these liquidated damages listed herein, other liquidated damages associated with each phase, or sub-phase, of work are identified within the Construction Safety Phasing Plans and are also considered to be eligible for payment as liquidated damages.

It is mutually agreed between parties hereto that in addition to liquidated damages specified above, the CONTRACTOR pay the Owner the actual costs for any Resident Project Representative, or inspectors, necessarily employed by the Owner on the Work and the actual costs for the Engineer's observation of construction and project representative services, including all travel and subsistence expenses after the date specified for completion until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that these sums for these actual costs may be deducted from the payment sum due to the CONTRACTOR by the Owner for work performed as provided in Section 90 of the FAA General Provisions.

#### **14. INDEMNIFICATION.**

##### **1. Indemnified Parties.**

For purposes of this Contract, the term "Indemnified Parties" shall mean the RIAC and the State of Rhode Island and/or their current and former commissioners, officers, employees, agents, servants, representatives, Consultants, subconsultants, affiliates, subsidiaries, successors and assigns.

**2. Indemnification.**

(a) The CONTRACTOR agrees to indemnify, and defend and hold each of the Indemnified Parties harmless from and against losses, costs, damages, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including, but not limited to, bodily injury, death and/or property damage to the extent caused by any act, error or omission, of the CONTRACTOR or any of the CONTRACTOR's officers, Consultants, subconsultants, subcontractors, agents, representatives or employees in the performance of professional services under this agreement.

(b) Ownership or Use of the Construction Documents: The CONTRACTOR agrees to indemnify and defend and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from the ownership or use of the Construction Documents, including, without limitation, claims of infringement of property rights by a third party.

(c) Hazardous Materials and Environmental Laws: The CONTRACTOR agrees to indemnify and defend and hold each of the Indemnified Parties harmless from and against any and all suits, losses, costs, claims, damages, demands, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising from any negligent or intentional act or omission of the CONTRACTOR or any of the CONTRACTOR's officers, Consultants, subconsultants, subcontractors, agents, representatives or employees with respect to (i) any investigation, monitoring, clean-up, containment, removal, storage or restoration work with respect to the use or placement of Hazardous Materials (of whatever kind or nature, known or unknown) on the Airport premises or any other areas; (ii) any actual, threatened or alleged contamination by Hazardous Materials on the Airport premises or other areas; (iii) the disposal, release or threatened release of Hazardous Materials on the Airport premises or other areas that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons or otherwise; (iv) any bodily injury, death or property damage with respect to the use or placement of Hazardous Materials on the Airport premises or other areas; or (v) any violation of any applicable Environmental Laws.

(d) Supersede and Survival: The CONTRACTOR's indemnity and defense obligation under this Section 14 shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of this Contract for a period equal to the statute of limitations for any action which could be brought against RIAC, the state of Rhode Island or their respective agents, officers, directors and employees and shall continue through the duration of any such action brought during the applicable time periods.

(e) Indemnification Limitation: In claims against any person or entity indemnified under this Contract by an employee of the CONTRACTOR or its subcontractor,

subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Contract shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. **BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this contract on the part of the CONTRACTOR or their subcontractors, may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties to this agreement.

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

16. **SUSPENSION BY OWNER FOR CONVENIENCE.** The Owner may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole, or in part, for such period of time as the Owner may determine.

17. **NO MONETARY CLAIM OR DAMAGE FOR DELAYS.** Notwithstanding any other provision contained in this Contract, the Owner shall not be liable to the CONTRACTOR, or any subcontractors, for any monetary claims, or damages of any nature, caused by or arising of any delays, suspensions, interferences, or hindrances of any kind in the performance of this Contract occasioned by any act, or omission to act, of the Owner or any of its Representatives or Agents, or of a separate contractor employed by the Owner. The sole remedy against the Owner, by the CONTRACTOR, shall be the allowance of additional time for completion of the Work.

18. **TERMINATION OF CONTRACT.**

**A. TERMINATION FOR DEFAULT**

The RIAC may suspend or terminate this Contract at any time, without forfeiture, waiver, or release of any other rights of the RIAC, upon default or breach by CONTRACTOR in the performance of the Work to be provided by CONTRACTOR under this Contract or in observance of or compliance with any of the terms and conditions of this Contract, or if the RIAC determines that the services rendered and/or work performed by CONTRACTOR are unsatisfactory in any way. The RIAC shall give CONTRACTOR seven days prior written

notice of such termination and an opportunity to cure the default or breach within said notice period, if not otherwise provided under a separate provision of this Contract. If default or breach is not timely cured, CONTRACTOR shall immediately cease or cause to be ceased all services. CONTRACTOR shall invoice and be paid for only those services rendered and work performed in accordance with the terms and conditions of this Contract through the date of termination that are reasonably satisfactory to the RIAC. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the RIAC for damages sustained by the RIAC by reason of any breach or default of this Contract by CONTRACTOR, and the RIAC may withhold any payments to CONTRACTOR for the purpose of set-off for such damages sustained by the RIAC.

#### **B. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this Contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this Contract.

19. **ENTIRE AGREEMENT; SEVERABILITY.** This Contract constitutes the final written

expression of all the terms of the parties' agreement and is a complete and exclusive statement of those terms. Any modifications or amendments hereof must be in writing and signed by the parties. If any of the terms of this Contract shall be finally declared invalid in a court of competent jurisdiction, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have caused this CONTRACT to be executed in their names and on their behalf as of the date first written above.

**CONTRACTOR NAME, "CONTRACTOR"      RHODE ISLAND AIRPORT CORPORATION, "Owner"**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: Iftikhar Ahmad

Title: \_\_\_\_\_ Title: President and CEO

Approved as to substance and form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Recommended By:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION 00500**

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## SECTION 00700 – STATUTORY PROVISIONS

1. In accordance with the laws of the State of Rhode Island, the following statutory provisions are hereby incorporated in this Contract.

- 1.1 STATE OF RHODE ISLAND REQUIREMENTS: The Contractor and all Trade Subcontractors shall adhere to the licensing requirements of Rhode Island General Laws, Section 28-26-5 which provides as that:

- (a) No person shall operate or be in direct charge of a hoisting or excavation equipment which used steam, internal combustion engines, electric or compressed air -----of five (5) horsepower or more and/or can lift more than five hundred pounds (500lbs.) without obtaining a license to do so as provided in Rhode Island General Laws 28-26-1 et seq (the “Act”).

- (b) No user or agent of a user of any machinery described in in subdivision (1) of this subsection shall permit the machinery to be operated unless it is operated by a duly licensed person as provided in t this chapter.

- 1.2 The Contractor and all Trade Subcontractors shall adhere to the requirements of Rhode Island General Laws, Section 37-13-1 et seq., as amended (Labor and Payment of Debts by Contractor), including but not limited to the following:

- 37.13-5 Payment for trucking or materials furnished – Withholding of sums due.

A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public work being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of such contract, that such obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor the equivalent amount if such sums certified by a trucker or materialman creditor as due him or her, as provided in this section and which the proper authority determines is reasonable for trucking performed or materials furnished for such public works.

- 37.13-6 Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract.

Before awarding any contract for public works or school transportation services to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works or school transportation services. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of workman needed to execute the contract or work.

37.13-7 Specification in contract of amount and frequency of payment of wages.

- (a.) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the State of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for the transportation of public or private school pupils pursuant to §§ 16-21-1 and 16-21.1-8, or for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and that requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.
- (b.) The terms “wages,” “scale of wages,” “wage rates,” “minimum wages,” and “prevailing wages” shall include:
- (1.) The basic hourly rate of pay; and
  - (2.) The amount of:
    - (i) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
    - (ii) The rate of costs to the contractor, subcontractor, vendor, or provider that may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance or provide any of the foregoing for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state or local law to provide any of such benefits provided that the obligation of a contractor and

subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b) (1) plus the amount referred to in subsection (b) (2).

c. The term “employees” as used in this section shall include:

(1) Employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, or the removal and/or delivery of gravel or fill or ready-mix concrete, sand bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of such employees shall be subject to provisions of subsections (a) and (b); and

1.3 The Contractor and all Trade Subcontractors shall adhere to Chapters 85, 86 and 88 if the Public Laws of Rhode Island, 1960: Section 123 of the aforesaid chapters defines the authority of director of department of public works and use of federal assistance and provides in part that in the event that federal funds or federal assistance are made available to the state for use in carrying out highway projects, said projects shall be carried out and executed in all respect subject to the provisions of the appropriate federal law providing for the construction of such projects and the rules and regulations made pursuant thereto, and to such terms, conditions, rules and regulations as said director may establish to ensure the proper execution of said projects, therefore, any provisions of the state laws that conflict with the federal laws, rules and regulations are not applicable to projects financed in whole or in part with Federal Aid Highway funds.

1.4 The Contractor and all Trade Subcontractors shall adhere to the Rhode Island General Laws Section 5-6- 2 entitled Work for which license required, reads as follows:

(a)(1) No person, firm or corporation shall enter into, engage in, solicit, advertise, bid for, or work at the business of installing maintain, servicing, and testing wires, conduits, apparatus, fixtures, electrical signs, lightning-protection equipment as defined in § 5-6-1, and other appliances for carrying or using or generating electricity for light, heat, fire alarms, as defined in Chapter 28.25 of Title 23, entitled, “Fire Alarm Systems,” or power purposes, exclusive of low voltage wiring for heating/refrigeration equipment, or work at the business of removing and reattaching existing electrical meters, unless that person, firm, or corporation shall have received a license and a certificate for the business,, issued by the state board of examiners of electricians of the division of professional regulation of the department of labor and training in accordance with the provisions set forth in this chapter.

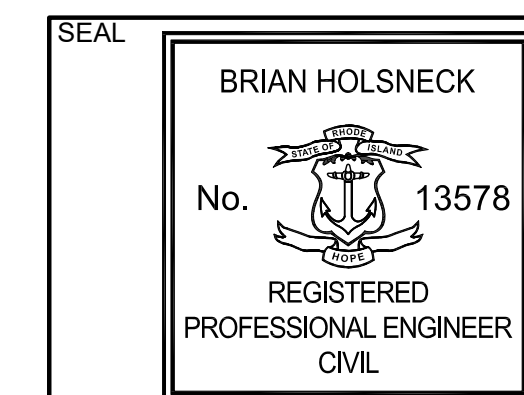
1.5 The Contractor agrees to comply with Rhode Island General Laws, Chapter 17-27 pertaining to the filing of affidavits in connection with political contributions by vendors of the state government and its various independent state agencies.

**END OF SECTION 00700**

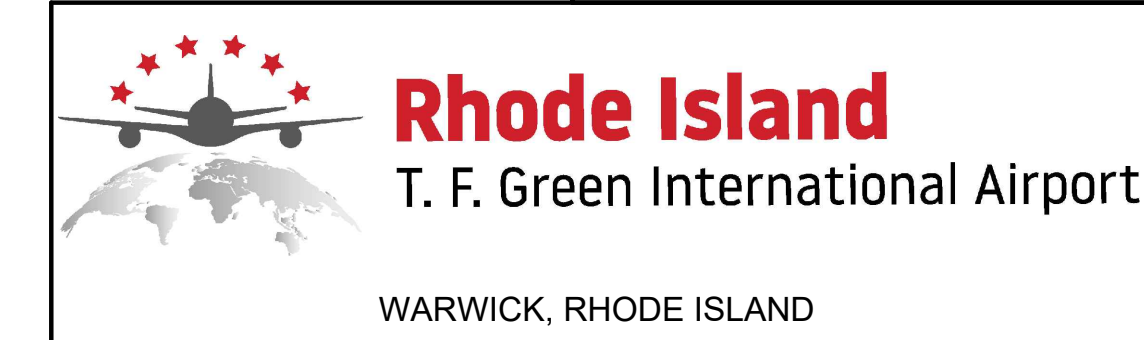
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SHEET INDEX		
SHEET	NUMBER	TITLE
1	G001	TITLE SHEET
2	G002	SHEET INDEX AND SUMMARY OF QUANTITIES
3	G003	GENERAL NOTES AND ABBREVIATIONS
4	G004	SURVEY CONTROL AND BORING LOCATION PLAN
5	G005	BORING LOGS - 1
6	G006	BORING LOGS - 2
7	G007	SAFETY NOTES AND DETAILS - 1
8	G008	SAFETY NOTES AND DETAILS - 2
9	G009	MAXIMUM EQUIPMENT HEIGHT PLAN
10	G010	CONTRACTOR ACCESS AND STAGING PLAN
11	C100	EXISTING CONDITIONS PLAN
12	C105	FENCE PLAN
13	C110	FENCE DETAILS
14	C201	DEMOLITION PLAN - 1
15	C202	DEMOLITION PLAN - 2
16	C203	DEMOLITION PLAN - 3
17	C251	UTILITY DEMOLITION PLAN - 1
18	C252	UTILITY DEMOLITION PLAN - 2
19	C253	UTILITY DEMOLITION PLAN - 3
20	C301	GRADING PLAN - 1
21	C302	GRADING PLAN - 2
22	C303	GRADING PLAN - 3
23	C401	DRAINAGE PLAN - 1
24	C402	DRAINAGE PLAN - 2
25	C403	DRAINAGE PLAN - 3
26	C405	DRAINAGE DETAILS
27	C451	UTILITY PLAN - 1
28	C452	UTILITY PLAN - 2
29	C500	GENERAL DETAILS
30	C701	EROSION AND SEDIMENT CONTROL PLAN - 1
31	C702	EROSION AND SEDIMENT CONTROL PLAN - 2
32	C703	EROSION AND SEDIMENT CONTROL PLAN - 3
33	C705	EROSION AND SEDIMENT CONTROL DETAILS
34	L100	LANDSCAPE PLAN - OVERALL
35	L101	LANDSCAPE PLAN - 1
36	L102	LANDSCAPE PLAN - 2
37	L351	LANDSCAPE DETAILS - 1
38	L352	LANDSCAPE DETAILS - 2
39	S101	SCREEN WALL PLAN AND DETAILS
40	S201	SCREEN WALL PLAN AND ELEVATION - 1
41	S202	SCREEN WALL PLAN AND ELEVATION - 2
42	S203	SCREEN WALL PLAN AND ELEVATION - 3
43	S204	SCREEN WALL PLAN AND ELEVATION - 4
44	S301	SCREEN WALL POST DETAILS

SUMMARY OF QUANTITIES			
PAY ITEM	DESCRIPTION	QUANTITY	UNIT
C-102-5.1	COMPOST FILTER TUBE	9,221	LF
C-102-5.2	SILT SACK INLET PROTECTION	3	EA
C-102-5.3	BALED HAY CATCH BASIN INLET PROTECTION	9	EA
C-102-5.4	CONSTRUCTION EXIT	2	EA
C-105-7.1	MOBILIZATION	1	LS
C-105-7.2	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS
C-105-7.3	FIELD OFFICE	1	LS
P-101-5.1	REMOVAL OF ASPHALT PAVEMENT, 6" DEPTH	64,606	SY
P-101-5.2	REMOVAL OF EXISTING ELECTRIC/COMMUNICATION CONDUIT MATERIAL	9,627	LF
P-101-5.3	REMOVAL OF EXISTING WATER PIPE	1,322	LF
P-101-5.4	REMOVAL OF ELECTRIC/COMMUNICATION STRUCTURES	21	EA
P-101-5.5	REMOVAL OF HYDRANTS	5	EA
P-101-5.6	REMOVAL OF LIGHTPOLE FIXTURES, POLES AND FOUNDATIONS	53	EA
P-101-5.7	REMOVAL OF BUS SHELTERS	9	EA
P-101-5.8	REMOVAL OF SOUND BARRIER WALL	457	LF
P-101-5.9	REMOVAL AND SALVAGE OF JERSEY BARRIERS	320	LF
P-151-4.1	CLEARING AND GRUBBING	0.8	AC
P-151-4.2	TREE REMOVAL	0.5	AC
P-152-4.1	UNCLASSIFIED EXCAVATION	18,761	CY
F-162-5.1	AOA CHAIN-LINK FENCE	1,242	LF
F-162-5.2	EXISTING FENCE REMOVAL	3,584	LF
F-162-5.3	EXISTING GUARD RAIL REMOVAL	1,039	LF
D-701-5.1	12-INCH CLASS V REINFORCED CONCRETE PIPE	382	LF
D-701-5.2	18-INCH CLASS V REINFORCED CONCRETE PIPE	405	LF
D-701-5.3	24-INCH CLASS V REINFORCED CONCRETE PIPE	475	LF
D-701-5.4	36-INCH CLASS V REINFORCED CONCRETE PIPE	15	LF
D-701-5.5	12-INCH REINFORCED CONCRETE FLARED END SECTION	2	EA
D-701-5.6	REMOVAL OF EXISTING DRAINAGE PIPE	4,260	LF
D-751-5.1	48-INCH DIAMETER CATCH BASINS	7	EA
D-751-5.2	48-INCH DIAMETER CATCH BASINS (SHALLOW)	2	EA
D-751-5.3	48-INCH DIAMETER DRAIN MANHOLE	1	EA
D-751-5.4	60-INCH DIAMETER DRAIN MANHOLE	1	EA
D-751-5.5	EXISTING DRAINAGE STRUCTURE REMOVED	43	EA
D-751-5.6	RELOCATION OF EXISTING MODULAR STORMWATER TREATMENT SYSTEM	1	EA
T-901-5.1	SITE SEEDING	25	AC
T-901-5.2	EARTHEN BERM SEEDING	2.5	AC
T-905-5.1	TOPSOIL (OBTAINED ON SITE)	6,890	CY
T-905-5.2	TOPSOIL (FURNISHED FROM OFF THE SITE)	7,372	CY
X-1-5.1	SCREEN WALL	1,852	LF
X-2-4.1	JUNIPERUS VIRGINIANA - EASTER RED CEDAR, 7-8 FT	39	EA
X-2-4.2	THUJA PLICATA 'GREEN GIANT' - GREEN GIANT WESTERN ARBORVITAE, 8-10 FT.	21	EA
X-2-4.3	PICEA GLAUCA - WHITE SPRUCE, 8-10 FT.	21	EA
X-2-4.4	PICEA ABIES - NORWAY SPRUCE, 8-10 FT.	17	EA
X-2-4.5	PINUS NIGRA - AUSTRIAN PINE, 6-7 FT.	22	EA
X-2-4.6	JUNIPERUS CHINENSIS 'NICKS COMPACT' - NICKS COMPACT JUNIPER, #3 POT	82	EA
X-2-4.7	RHUS AROMATICA 'GRO-LOW' - GROW-LOW FRAGRANT SUMAC, #3 POT	82	EA
X-2-4.8	COMPTONIA PEREGRINA - SWEETFERN, #2 POT	82	EA
X-2-4.9	ILEX GLABRA, INKBERRY, #3 POT	101	EA
X-2-4.10	FORSYTHIA X INTERMEDIA 'LYNWOOD GOLD' - FORSYTHIA, #5 POT	86	EA
X-4-4.1	RETRO-REFLECTIVE POSTS	15	EA
X-5-4.1	ELECTRIC HAND HOLE	2	EA
X-5-4.2	COMMUNICATION HAND HOLE	1	EA



ISSUED FOR BID



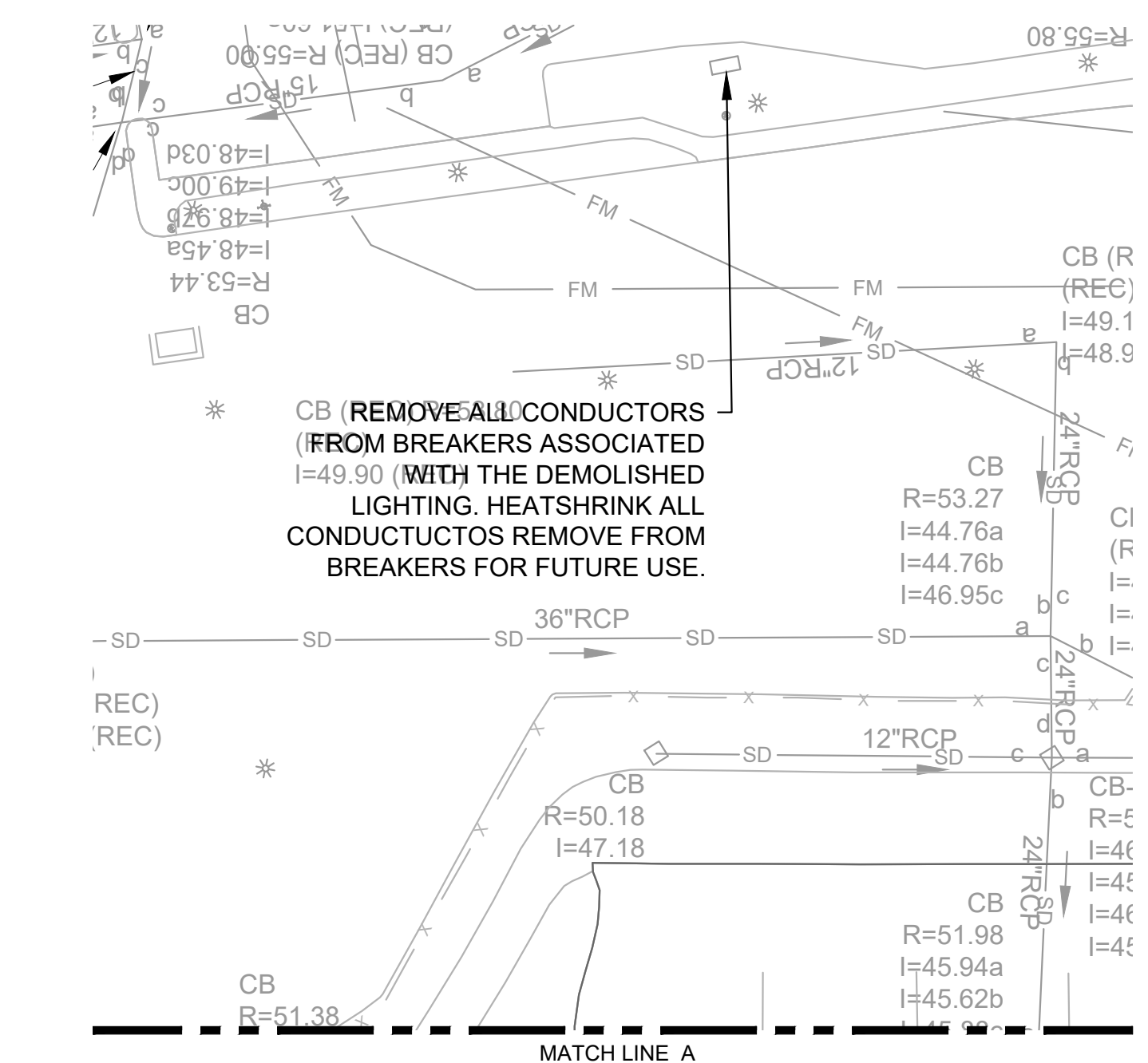
REVISION NUMBER	REVISION DATE	DESCRIPTION	SHEET TITLE	
1	02/23/2023	ADDENDUM 1	SHEET INDEX AND SUMMARY OF QUANTITIES	
DESIGNED	DRAWN	CHECKED	APPROVED	
DAM	JML	BJH	JBH	
PROJECT NO.			60682737	
DATE:			FEBRUARY 2023	
DRAWING NO.			G002	





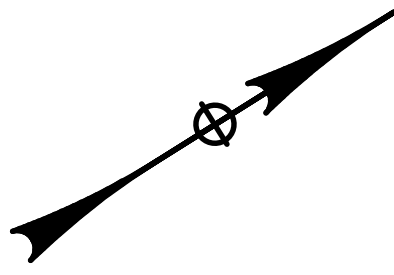
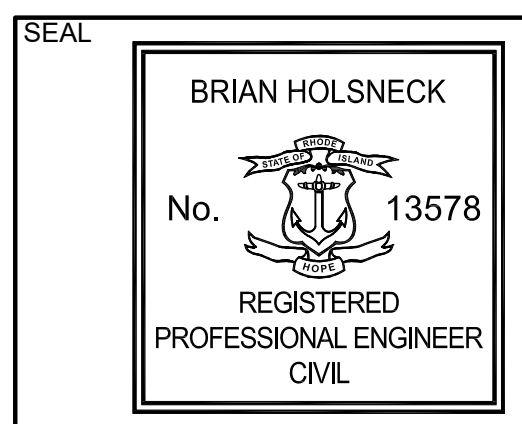
**LEGEND**

PROPERTY LINE	---
PROJECT WORK LIMIT	---
ELECTRICAL LINE TO BE REMOVED	
COMMUNICATIONS LINE TO BE REMOVED	
STORMWATER LINE TO BE REMOVED	
WATER LINE TO BE REMOVED	
STORMWATER MANHOLE TO BE REMOVED	✕
STORMWATER INLET TO BE REMOVED	✕
LIGHT POLE TO BE REMOVED	✕
UTILITY STRUCTURE TO BE REMOVED	✕



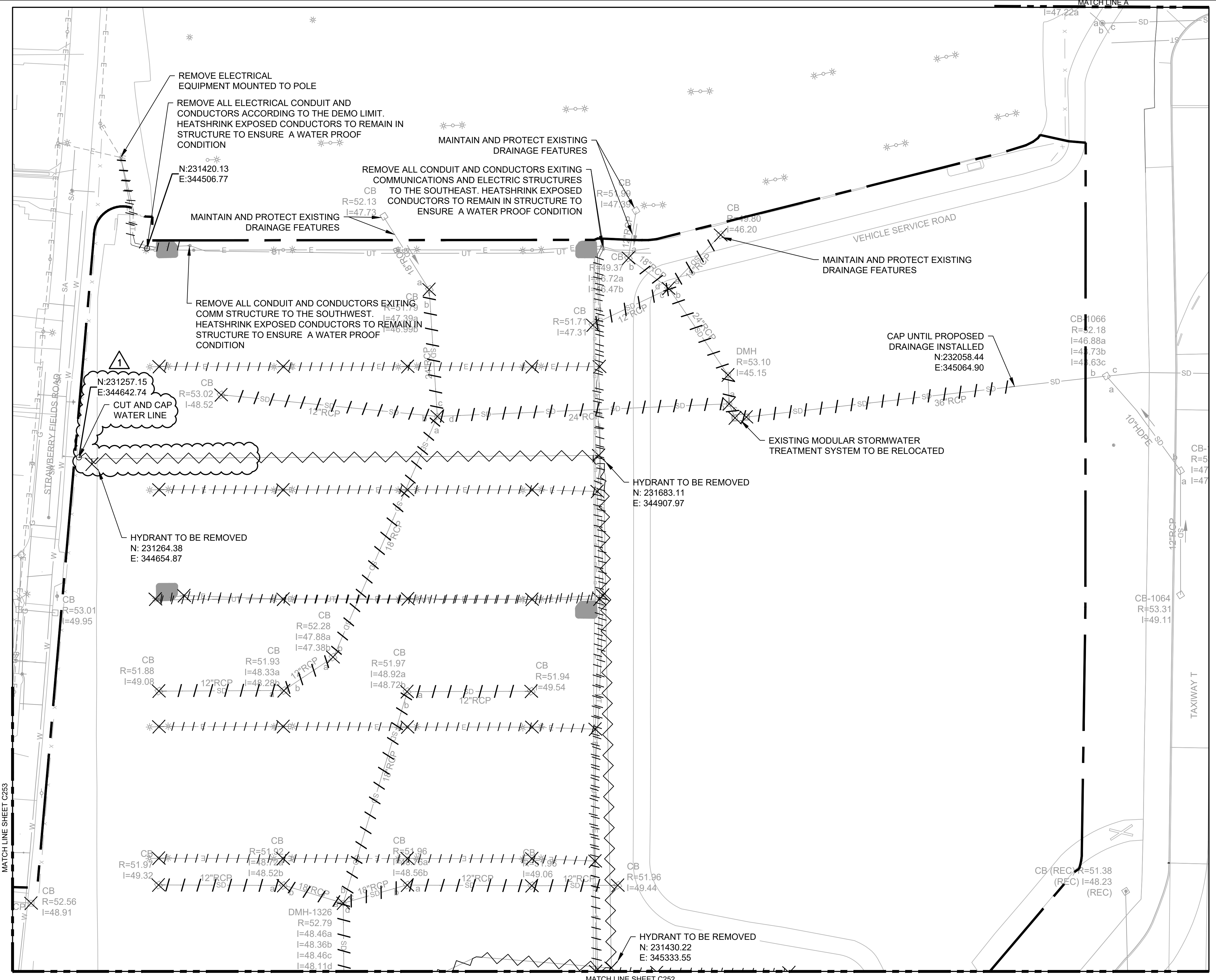
**NOTES:**

- CONTRACTOR SHALL FIELD VERIFY EXISTING FEATURES AND UTILITIES TO BE REMOVED. ANY DISCREPANCIES BETWEEN OBSERVED FIELD CONDITION AND THESE DOCUMENTS SHOULD BE REPORTED TO THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL REPAIR EXISTING PAVEMENT TO REMAIN IF DAMAGED BY DEMOLITION OPERATIONS AT CONTRACTOR'S EXPENSE.
- BACKFILL DEMOLITION AREAS, COMPACT, AND GRADE AS SHOWN ON GRADING PLANS AND SPECIFIED. ALL AREAS SHALL BE LEFT WITH POSITIVE DRAINAGE TO EXISTING AND PROPOSED DRAINAGE INLETS.
- COORDINATE ACCESS TO ELECTRICAL CABINET WITH ENGINEER.



ISSUED FOR BID

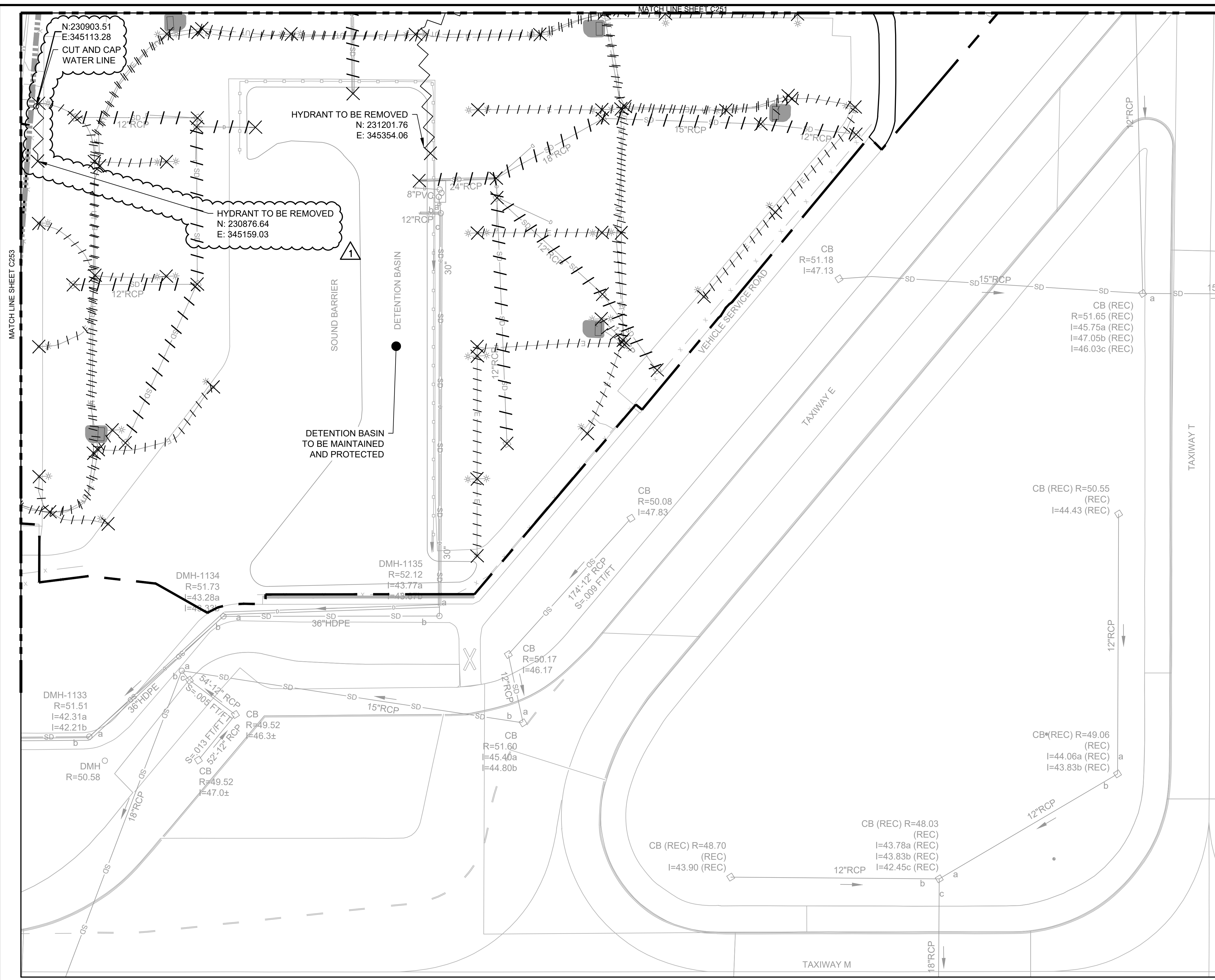
**Rhode Island**  
T. F. Green International Airport  
WARWICK, RHODE ISLAND



REVISION NUMBER	REVISION DATE	DESCRIPTION
1	02/23/2023	ADDENDUM 1

SHEET TITLE <b>UTILITY DEMOLITION PLAN - 1</b>			
DESIGNED DAM	DRAWN JML	CHECKED BJH	APPROVED JBH
PROJECT NO. 60682737		DATE: FEBRUARY 2023	
DRAWING NO. C251		AECOM	

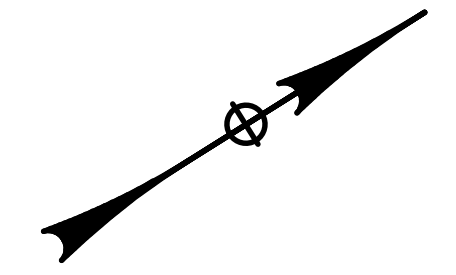
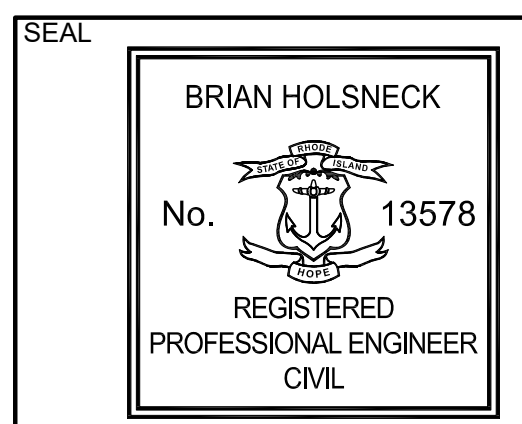




**LEGEND**

PROPERTY LINE	-----
PROJECT WORK LIMIT	=====
ELECTRICAL LINE TO BE REMOVED	
COMMUNICATIONS LINE TO BE REMOVED	
STORMWATER LINE TO BE REMOVED	
WATER LINE TO BE REMOVED	
STORMWATER MANHOLE TO BE REMOVED	X
STORMWATER INLET TO BE REMOVED	+
LIGHT POLE TO BE REMOVED	*
UTILITY STRUCTURE TO BE REMOVED	X

- NOTES:**
- CONTRACTOR SHALL FIELD VERIFY EXISTING FEATURES AND UTILITIES TO BE REMOVED. ANY DISCREPANCIES BETWEEN OBSERVED FIELD CONDITION AND THESE DOCUMENTS SHOULD BE REPORTED TO THE ENGINEER IMMEDIATELY.
  - CONTRACTOR SHALL REPAIR EXISTING PAVEMENT TO REMAIN IF DAMAGED BY DEMOLITION OPERATIONS AT CONTRACTOR'S EXPENSE.
  - BACKFILL DEMOLITION AREAS, COMPACT, AND GRADE AS SHOWN ON GRADING PLANS AND SPECIFIED. ALL AREAS SHALL BE LEFT WITH POSITIVE DRAINAGE TO EXISTING AND PROPOSED DRAINAGE INLETS.



REVISION NUMBER	REVISION DATE	DESCRIPTION
1	02/23/2023	ADDENDUM 1

DESIGNED	DRAWN	CHECKED	APPROVED
DAM	JML	CAF	JBH

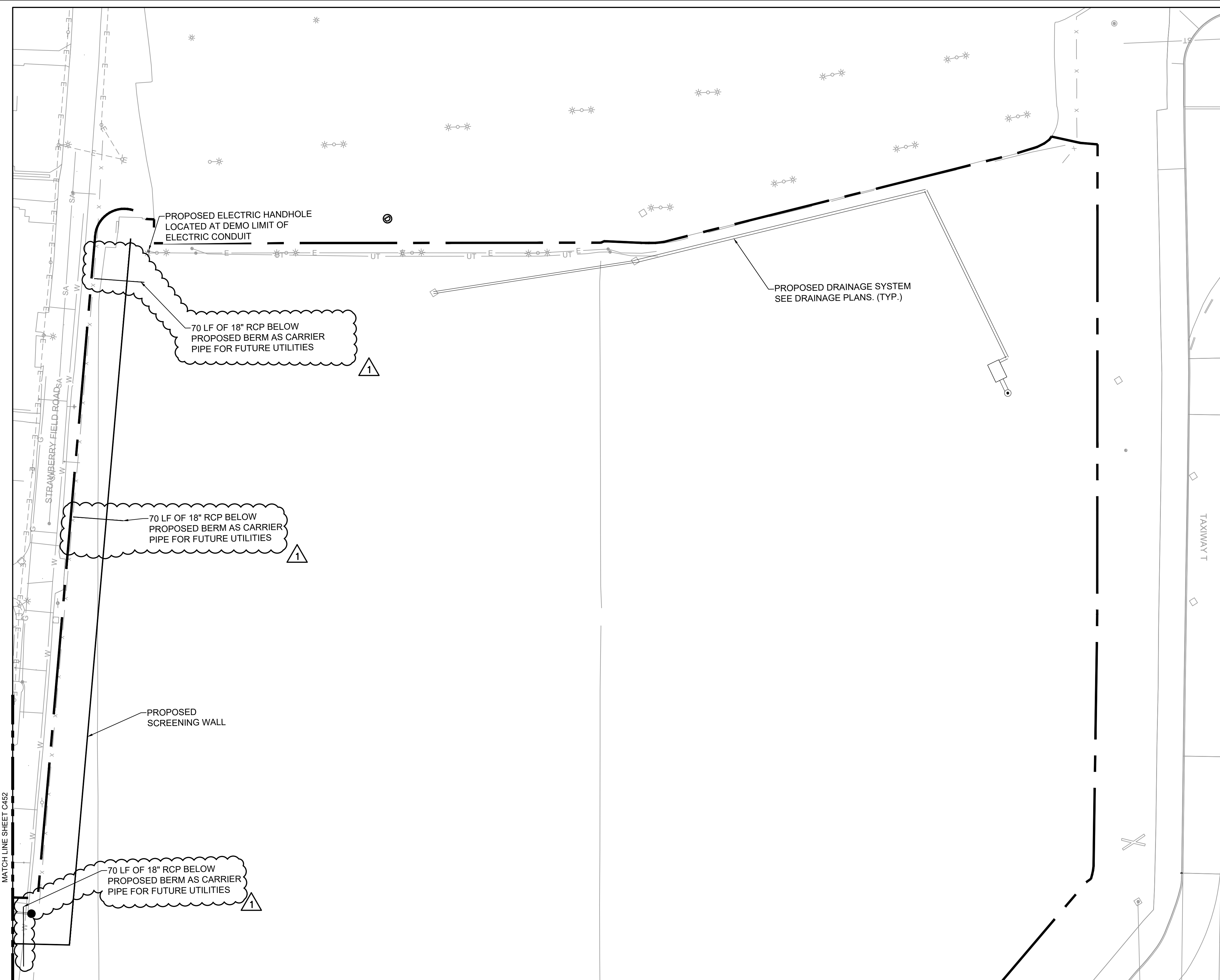
PROJECT NO. 60682737  
DATE: FEBRUARY 2023  
DRAWING NO. C252

ISSUED FOR BID

**Rhode Island**  
T. F. Green International Airport  
WARWICK, RHODE ISLAND

SHEET TITLE  
**UTILITY DEMOLITION PLAN - 2**

VOL. NO.	SHEET NO.	TOTAL SHEETS
1	27	44

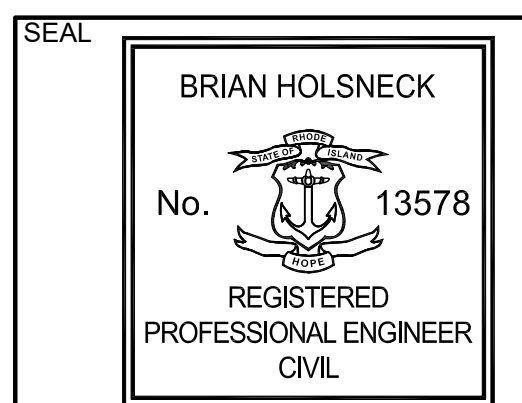


**LEGEND**

- PROJECT WORK LIMIT —————
- PROPOSED DRAINAGE MANHOLE ●
- PROPOSED DRAINAGE CATCH BASIN ⊙
- EXISTING DRAINAGE MANHOLE ○
- EXISTING DRAINAGE CATCH BASIN □
- ELECTRIC / COMMUNICATION HAND HOLE ▪

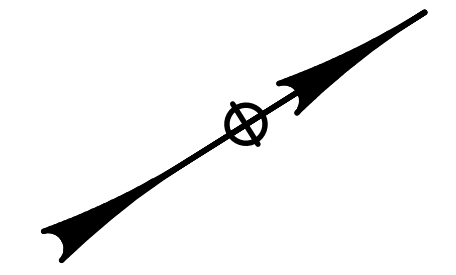
**NOTES:**

1. SEE SHEET C401 FOR DRAINAGE PLAN.
2. CARRIER PIPE INVERT ELEVATIONS AND LOCATIONS SHOULD BE COORDINATED WITH FUTURE DEVELOPMENT.



ISSUED FOR BID

**Rhode Island**  
T. F. Green International Airport  
WARWICK, RHODE ISLAND



REVISION NUMBER	REVISION DATE	DESCRIPTION
1	02/23/2023	ADDENDUM 1

DESIGNED DAM	DRAWN JML	CHECKED BJH	APPROVED JBH
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PROJECT NO. 60682737	
DATE: FEBRUARY 2023	DRAWING NO. C451



MATCH LINE SHEET C462

STRAWBERRY FIELD ROAD

TAXIWAY T

PROPOSED ELECTRIC HANDHOLE  
LOCATED AT DEMO LIMIT OF  
ELECTRIC CONDUIT

70 LF OF 18" RCP BELOW  
PROPOSED BERM AS CARRIER  
PIPE FOR FUTURE UTILITIES

70 LF OF 18" RCP BELOW  
PROPOSED BERM AS CARRIER  
PIPE FOR FUTURE UTILITIES

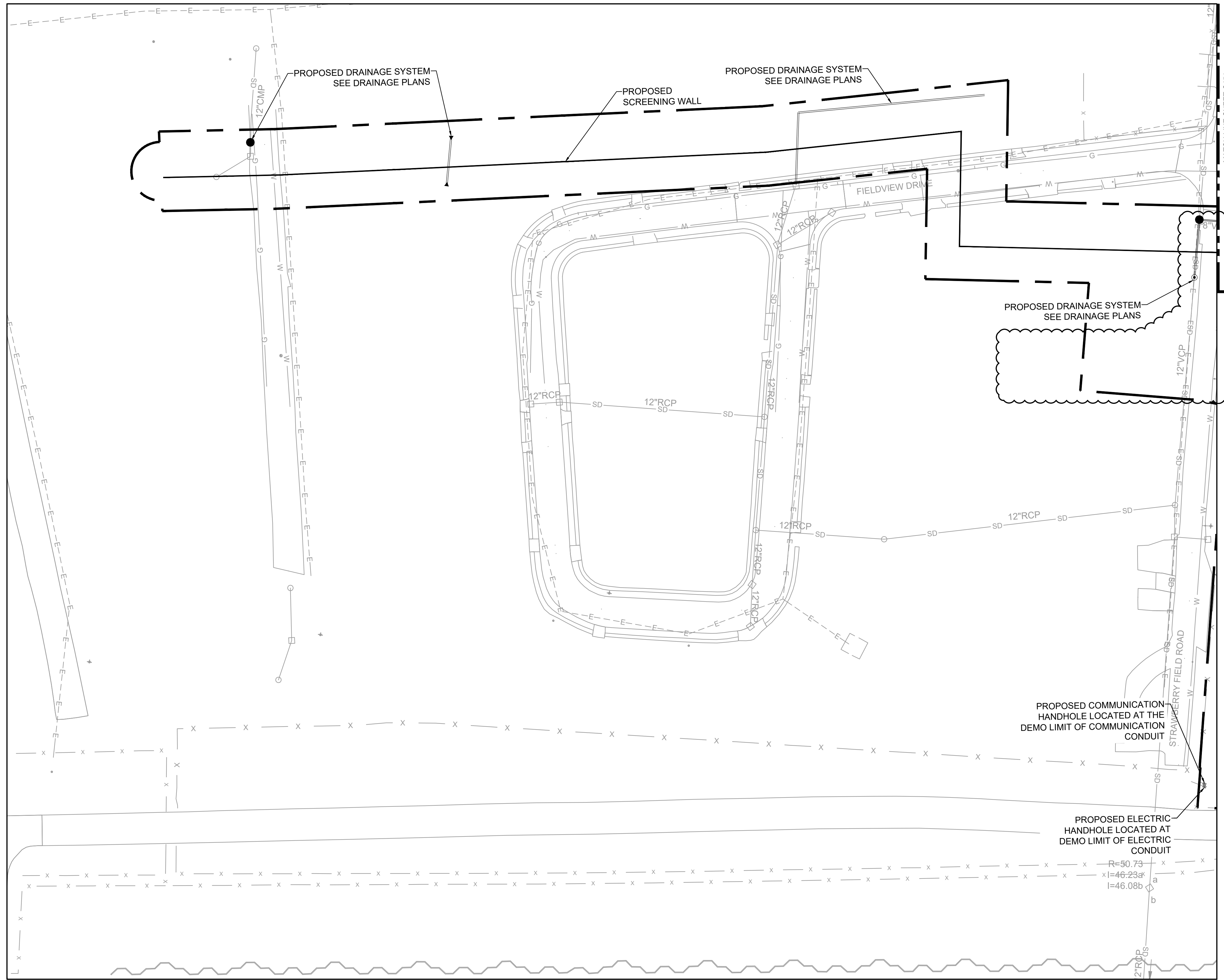
PROPOSED  
SCREENING WALL

70 LF OF 18" RCP BELOW  
PROPOSED BERM AS CARRIER  
PIPE FOR FUTURE UTILITIES

PROPOSED DRAINAGE SYSTEM  
SEE DRAINAGE PLANS. (TYP.)



VOL. NO.	SHEET NO.	TOTAL SHEETS
1	28	44



**LEGEND**

- PROJECT WORK LIMIT ————
- PROPOSED DRAINAGE MANHOLE ○
- PROPOSED DRAINAGE CATCH BASIN ◉
- EXISTING DRAINAGE MANHOLE ○
- EXISTING DRAINAGE CATCH BASIN ◻
- ELECTRIC / COMMUNICATION HAND HOLE •

**NOTES:**

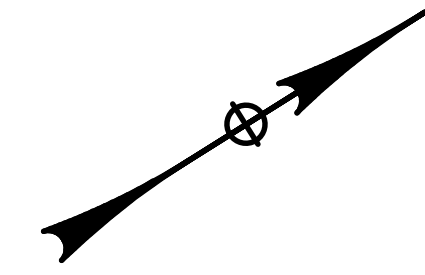
1. SEE SHEET C403 FOR DRAINAGE PLAN.
2. CARRIER PIPE INVERT ELEVATIONS AND LOCATIONS SHOULD BE COORDINATED WITH FUTURE DEVELOPMENT.

SEAL

BRIAN HOLSNECK

No. 13578

REGISTERED PROFESSIONAL ENGINEER CIVIL



ISSUED FOR BID

**Rhode Island**  
T. F. Green International Airport

WARWICK, RHODE ISLAND



REVISION NUMBER	REVISION DATE	DESCRIPTION
1	02/23/2023	ADDENDUM 1

SHEET TITLE <b>UTILITY PLAN - 2</b>			
DESIGNED DAM	DRAWN JML	CHECKED BJH	APPROVED JBH
<b>AECOM</b>		PROJECT NO. 60682737	DRAWING NO. C452
		DATE: FEBRUARY 2023	