

# EXHIBIT 4B

Figure 4-2: ATCs Overview



**ATC 4** Reconfigured the New Gano Street On-Ramp to I-195 WB

- » Minimize utility relocation in coordination with NBC, National Grid Gas and Electric, and Verizon
- » Significantly reduce RIDOT's long-term infrastructure maintenance costs, reducing the three-span curved steel bridge to a simple span precast concrete arch structure
- » Eliminate the bikeway crossing of the new Gano On-Ramp for improved safety
- » Improve traffic operations on Gano Street by providing the heavier southbound traffic with a right-turn onto the on-ramp

**ATC 8** Modified Spans 1-4 Widening

- » Reconfigure span configuration to eliminate the fracture-critical tie-down, eliminate the need to supplement piles at existing piers, and eliminate in-water work
- » Reduce RIDOT's long-term inspection costs with elimination of fracture-critical member
- » Minimize noise and vibrations near utilities with use of high-capacity drilled micropiles at new Pier 1A

**ATC 9** Washington Bridge Joint Repair

- » Simplify phased expansion joint installation with Emseal joints on Washington Bridge and improve durability of all new bridge expansion joints on the project
- » Provide link slabs to eliminate surface joints and maximize durability improvement at all fixed joints

**ATC 2** Waterfront Drive Off-Ramp, Ramp DR-2/M, and Waterfront Drive Roadway Profile

- » Avoid Valley Street gas, telephone, sewer, water, and utility pole relocations
- » Save RIDOT significant Force Account costs by avoiding utility relocations
- » Improve intersection safety by providing a channelized right turn movement at the new Waterfront Drive intersection

**ATC 3** Waterfront Drive Bridge Modifications

- » Construct new bridge in a single phase with a minimized footprint
- » Eliminate a beam line and deck overbuild to reduce RIDOT's long-term maintenance costs
- » Use Accelerated Bridge Construction (ABC) MSE-supported stub abutments, decreasing the exposed wall surface area by approximately 50% to reduce long-term maintenance costs

**ATC 1** Traffic Improvements During Construction

**ATC 1A: Modified Temporary On-Ramp to Avoid Detouring Taunton Avenue Traffic**

- » Eliminate long-term closure of Taunton Avenue On-Ramp
- » Build the new Waterfront Drive Bridge offline to eliminate the longitudinal phase joint and streamline project phasing

**ATC 1B: Streamlined Staging**

- » Sequence design/permitting and construction in a manner that provides adequate CRMC permit review time to minimize risk of third-party delays impacting the overall project schedule
- » Return shifted lanes to existing locations in advance of the new toll gantry in final 4 phases of construction, minimizing third-party delays and RIDOT costs to the tolling vendor
- » Provide the new Waterfront Drive Exit earlier in the project to provide continuous access to the East Side of Providence via Henderson Bridge when the Gano Street Ramp needs to be closed

**ATC 1C: Revised Detours to Better Coincide With Henderson Bridge Staging**

- » Proactively conduct capacity analysis to determine if potential capacity issues exist and to see if there are opportunities for coordination to improve operations over existing conditions
- » Utilize our inventoried signalized intersections along the key detour corridors to further improve coordination between the two projects
- » Capitalize on seamless coordination with Barletta and Aetna Bridge teamed already on the adjacent Henderson Bridge rehabilitation

**Regional Traffic Simulation Model**

- » Mitigate traffic friction points with VHB-developed regional model
- » Quantify delays and queues to make real-time adjustments to better respond to impacts from adjacent construction projects and ongoing traffic volume fluctuations
- » Synchronize traffic flow and detours for the Washington Bridge project with the other "Big Three" projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge

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## 4.1 Highway/Traffic/ Staging (RFP 6.7.1)

### General Requirements (RFP 6.7.1a)

I-195 plays an important role in the regional transportation network and the economy. It is the primary corridor for east-west travel to Rhode Island from Southeast Massachusetts and Cape Cod spanning the Seekonk River and Providence River. Carrying 90,000 commuters per day into Providence, the importance of the Washington Bridge to the region cannot be overstated.

Our roadway design will adhere to the project requirements as described in the RFP and as shown in the BTC with some refinements to improve highway operations and safety and minimize utility relocations.

### Limits of Work

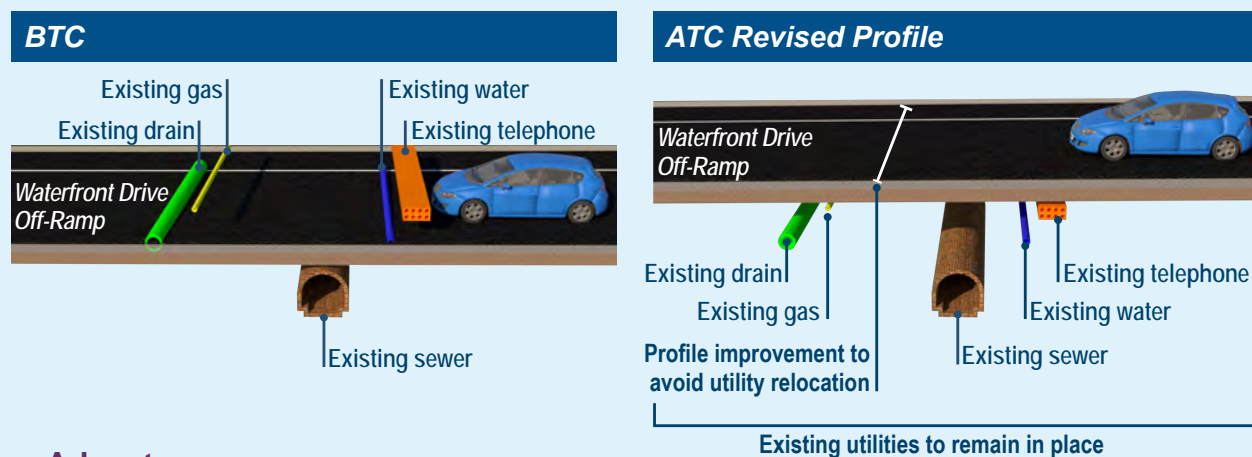
Our design limits of work for highway improvements match those in the BTC for I-195. The amount of work required at the Gano Street Off-Ramp is reduced, eliminating intersection work aside from pedestrian/bicycle improvements, and the relocated Gano Street On-Ramp falls within BTC project limits. The project limits are expanded for the Gano Street relocation for ATC 4 to connect to India Point. Limits for the Waterfront Drive Off-Ramp vary slightly from the BTC Plans by modifying the ramp and Waterfront Drive profiles and adding some work along Waterfront Drive to tie in vertically. While the changes expand the project limits from the BTC, this deviation meets or exceeds the design criteria and requires no additional ROW.

See **Figures 4-3** and **Figure 4-4** for ATC details at two of the key project locations.

### Revised Profile to the Waterfront Drive Off-Ramp

The BTC proposed to undercut Valley Street with the Waterfront Drive Off-Ramp by approximately seven feet. Our ATC profile crosses Valley Street at existing grade, eliminating the relocation of existing telephone, sewer, gas, and water underground utilities.

Figure 4-3: Roadway Profile Enhancements to the Waterfront Drive Off-Ramp



#### Advantages:

- ✓ Eliminates need for utility relocations, minimizing overall utility Force Account costs to RIDOT
- ✓ Minimizes risk to RIDOT and schedule
- ✓ Provides increased vertical clearance

## Gano Street On-/Off-Ramps

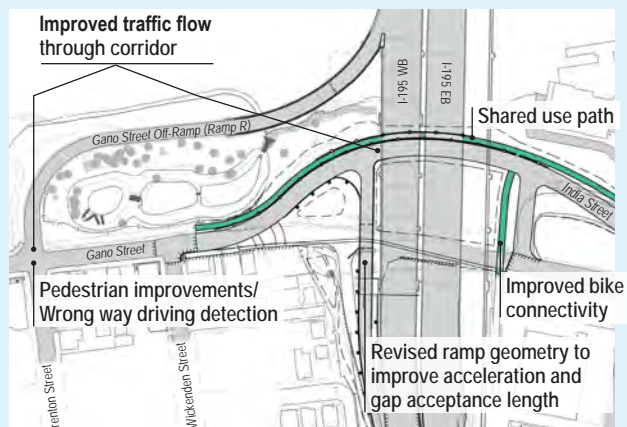
Our design will relocate Gano Street and the bike path under Washington Bridge to provide better connectivity to India Street. This geometric change of the on-ramps increases the acceleration and gap acceptance lengths of the merge on I-195 Westbound. Our design will leave the existing off-ramp intersection largely intact. With the elimination of the on-ramp at this intersection, traffic flow through this area will be greatly improved as compared to the BTC. Safety improvements to the intersection will include wrong way driving detection and pedestrian traffic signal equipment upgrades. Maintaining the existing intersection configuration allows for the utility poles to remain in place with no relocations needed.

In addition to these key areas, we made minor modifications to the striping along I-195 westbound at the Gano Street On-Ramp merge. The lane alignment was adjusted to provide acceleration and horizontal curves meeting design criteria. This will enhance the goal of relocating the on-ramp to give drivers entering I-195 better sight distance, improving the safety of the weave between this on-ramp and the South Main Street Off-Ramp. The new ramp will have a profile that joins adjacent I-195 traffic at a similar grade sooner than the existing ramp, improving sight distance at this merge. We will further improve sight distance by relocating the existing pylon at the end of the Washington Bridge to outside the new Gano Street On-Ramp bridge approach.

## Design Exceptions

Our Team has reviewed the BTC and anticipates no additional Design Exceptions beyond those required by the BTC for left and right shoulder width. The shoulder widths are

**Figure 4-4: ATC Reconfiguration of Gano Street Intersection**



### Advantages:

- ✓ Increased traffic flow through intersection
- ✓ Increased acceleration length for merging traffic
- ✓ Minimizes risk to RIDOT and schedule

non-compliant across the length of the bridge and bridge approaches. Design Exceptions will be completed in accordance with Rhode Island Highway Design Manual.

## Interchange Justification Report Updates

ATCs 2 and 4 propose changes that would affect the Interstate System, and therefore need to be addressed in the Interchange Justification Report (IJR) developed for this project by RIDOT. ATC 2 proposes a slight reconfiguration to the new Waterfront Drive Off-Ramp, with an adjusted horizontal and vertical alignment that meets design standards while avoiding utility impacts. ATC 4 reconfigures the Gano Street On-Ramp to I-195 WB, including minimized utility relocations, reduced structure, and improved traffic operations and safety. These ATCs will either maintain or improve operations and safety on the ramps and the Interstate itself. Therefore, from our experience working with FHWA on similar efforts, the IJR is anticipated to be favorably received.

## Survey and Mapping

Preliminary design will use the survey included in the BTC documentation, supplemented by LiDAR and UAS/drone imagery taken by VHB in March 2020. VHB has also developed a 3D terrain model of the study area to facilitate the design and aid in ramp plan/profile sections and highway alignment as well as utility avoidance and relocation where needed.

Following project award, VHB, Bryant Associates, and Welch Associates Land Surveyors will obtain any additional survey needed to optimize design accuracy and meet permitting requirements. Our Team includes two survey firms to minimize schedule delay and allow simultaneous survey efforts. Bryant will collect and plot utility data, right-of-way, and structural bridge survey, while Welch will document overhead wires and conduct bathymetric and wetland surveys.

## Drainage and Stormwater

Our Team is very familiar with the area having just completed the drainage and stormwater design for the Henderson Bridge, immediately to the north of the project along the Seekonk River. Stormwater design for the project will reduce the quantity of direct discharge and improve the quality of the discharge into the Seekonk River. We will leverage our recent experience working with CRMC and RIDEM providing stormwater treatment on the Henderson Bridge Project.

We have completed preliminary stormwater design using *RIDOT Appendix A: Stormwater Management Plan Checklist & LID Planning Report*, and the RIDEM Water Quality Volume Calculation Worksheet. The Seekonk River is impaired and a pollutant loading analysis is required. Stormwater controls for water quality to address the pollutant loading requirements have been prepared and preliminary locations for BMPs are indicated on the plans. To meet the water quality goals, we plan several

bioretention areas and sand filters with sediment forebays. Since the acceptance of the RIDOT Linear Stormwater Manual in February 2019, we have implemented similar designs on several RIDOT projects.

The drainage design will include new closed drainage systems on the Gano Street and Waterfront Drive ramps. The drainage system along I-195 will be maintained, and all pipes and structures will be cleaned and flushed in accordance with the Consent Decree between RIDOT and the United States. Catch basins and manholes will be rebuilt with castings replaced in accordance with the RFP.

A preliminary layout of a closed drainage system has been completed for the new Gano Street and Waterfront Drive ramps in



### Minimize Impacts:

#### Advantages of Stormwater Design

- » Achieves required removal of contaminants including nitrogen, bacteria, and other pollutants
- » Utilizes treatments and locations to simplify future maintenance
- » Fully captures and treats the required Water Quality Volume
- » Reduces runoff entering closed drainage system and direct discharge to the Seekonk River

accordance with RIDOT standards. These hydraulic calculations will be refined in final design to optimize the inlet spacing, pipe sizing, and gutter spread. A pipe network model will be created for the drainage system and adjacent utilities to avoid vertical utility conflicts and optimize design. Temporary drainage controls will be implemented throughout construction to manage runoff for the various bridge and traffic stages.

### Landscape Features

Landscape and streetscape features will follow the recommendations of the RFP. Landscaping will be added to enhance the user experience of the project area for multimodal travelers. Selected landscaping will include native and durable plants and grasses suitable for the location as show in **Figure 4-5**. Planted stormwater BMPs will be selected in lieu of

structures or underground treatment systems to enhance the project's sustainability and view scape. Plantings will be selected to resist erosion and facilitate sedimentation to aid in reaching the water quality goals of the project.

### Lighting

Much of the existing lighting features along I-195 will remain in place, as they have been upgraded to LED meeting the current standards. New lighting will be added to the Gano and Waterfront Drive Ramps and at Waterfront Drive and relocated Gano Street. The roadway lighting and associated electrical work will be designed and installed in accordance with RIDOT Standard Specifications and Standards, the National Electric Code, and the requirements of the RFP.

**Figure 4-5: Landscape Concept for Gano Street Ramps Area, Incorporating Native and Durable Plants and Grasses**





Streetscape and lighting for the RIDOT Coronado Road Project, led by VHB

## Pavement Structure

The pavement structure from the BTC will not be modified. For roadways not shown in the BTC, the pavement structure will be in accordance with the RFP and RIDOT Materials requirements and the latest HMA Matrix.

## Traffic Signage and Pavement Markings

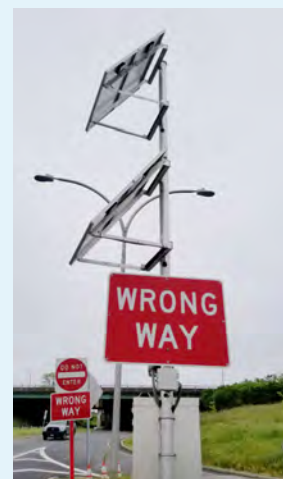
**As part of ATC 1, we will advance restriping to provide a fourth lane between Broadway and Waterfront Drive along I-195 WB at the onset of construction, providing this added benefit early in the project.** The signing and striping along I-195 and ramps will be upgraded to meet current MUTCD standards. New overhead signage will be added for the new Waterfront Drive Ramps while all other overhead sign panels will be updated to meet the latest retro-reflectivity standards.

## Traffic Signals

As part of ATC 4, the Gano Street intersection configuration at the I-195 West Off-Ramp will not be modified to add the on-ramp. However, the existing traffic signal system will be upgraded, including pedestrian accommodations, to cross Gano Street and the Blackstone River Bikeway crossing. The signal system will include such enhancements as highly visible crosswalks, countdown timers, and audible tones for pedestrians.

## Minimize Impacts: Wrong Way Driving

The new Waterfront Drive Off-Ramp and modified Gano Street ramps will include Wrong Way Vehicle Detection systems as well as enhanced signing and striping to deter wrong way maneuvers. VHB has assisted RIDOT with its Wrong Way Driving Mitigation Program and has successfully installed 25+ locations statewide. The same system is proposed for this project for compatibility with RIDOT's monitoring program.



Our design includes a traffic signal system installation at the Waterfront Drive intersection with the new off-ramp from I-195 west. The traffic signal poles will be galvanized and painted black (not fluted). In addition to the wrong way driving detection equipment being installed at this ramp, other enhancements such as UP ARROW signal indications and NO TURN signage can be placed on the mast arm for greater visibility to deter wrong way maneuvers.

## ITS

VHB is experienced with ITS equipment installation statewide, including serving as the original designer for the fiber and Closed-Circuit Television (CCTV) cameras on the east side of Washington Bridge. This equipment will be removed and relocated to an area outside the limit of construction disturbance to the west where the camera views will be maintained with other equipment functionality meeting or exceeding current functionality. The new conduit and foundation infrastructure



will be designed and installed prior to taking the sites offline to minimize the downtime. The final equipment sites, functionality, and cut-over plans will be coordinated with RIDOT and the TMC.

## Barrier

All permanent barrier to be installed on this project will meet the requirements as set forth in the AASHTO/FHWA Joint Implementation Agreement for MASH dated January 7, 2016.

## Pedestrian and Bicycle Accommodations

Pedestrian accommodations that align with RIDOT's Highway Safety Improvement Program's STEP program will be applied to the two new intersections in the project. The Gano Street intersection will include pedestrian accommodations. The signal system will include enhancements such as highly visible crosswalks, countdown timers, and audible tones for pedestrians.

As part of ATC 4, we have modified the Gano Street/I-195 ramp geometry to shorten the pedestrian crossing back to

## Urban Trail Enhancements

The COVID-19 pandemic has underpinned the need for increased access to bikeways and the urban trail network that serve walkers, cyclists, joggers, skateboarders, scooters, etc. Our Team has included enhanced connections to Providence's urban trail network in our approved ATC 4.

Figure 4-6: Urban Trail Enhancements



- 1** Under ATC 4, Gano Street is realigned to avoid a complex intersection with adjacent on- and off-ramps crossing a heavily used portion of the Blackstone River Bikeway. We will relocate the on-ramp, and the associated heavy crossing traffic, away from the popular urban trail users, resulting in a significant safety improvement for this crossing point.
- 2** This on-ramp relocation effectively flips the heavier Gano Street southbound turning volume (over 900 vehicles) to I-195 to be a right-turn with no urban trail crossing. Moving the urban trail to the river side of Gano Street means that this on-ramp traffic does not interfere with bikeway users—the conflict between on-ramp vehicles and crossing urban trail users is eliminated entirely.
- 3** Gano Street is relocated to pass under Washington Bridge Span 3 to tie into existing India Street to the south with the bikeway realigned to follow along the river. Aligning the bikeway along the river is an improved visual and aesthetic experience along the urban trail with a natural view and reduced noise level compared to the BTC.
- 4** The realignment of Gano Street creates a more intuitive and direct connection to the George Redman Linear Park, the India Point Pedestrian Bridge, and the Gano Street Gateway shared use path.
- 5** The existing pedestrian corridor is maintained along the current Gano Street alignment, providing a sidewalk beneath the new Gano Street On-Ramp

existing conditions, eliminating the on-ramp crossing. We will also upgrade the pedestrian signal equipment.

## Temporary Traffic Controls

*(RFP 6.7.1b)*

Maintaining capacity and minimizing disruptions and travel times is a significant component of the project. I-195 and several arterials are critical infrastructure and will be the focus of the maintenance and movement of traffic throughout this project. We reviewed available traffic data and developed existing conditions traffic analysis models for the freeway and local street network. Our Team has experience in the study area from previous RIDOT, Statewide Planning, municipality, and private development projects and we bring a deep understanding of the issues these roadways experience—from both a qualitative and quantitative approach.

The number of lanes provided in our proposal meet or exceed those outlined in the BTC General TMP Restrictions Charts for both the freeway and local roadway network. Lane configurations on I-195 West during the staging of our design are similar to those provided in the BTC on the freeway. Our proposed staging will minimize the need for detours due to ramp closures, greatly reducing local road impacts. Detour and alternative routes will be analyzed, modified, and monitored throughout the project to mitigate additional congestion. Traffic control plans will be developed to MUTCD and RIDOT standards. These plans will include the layout of traffic control devices, signs, and lane arrangements.

## Temporary Barrier

All temporary barrier to be installed on this project will meet the requirements as set forth in the AASHTO/FHWA Joint Implementation Agreement for MASH dated January 7, 2016. All temporary barriers manufactured after

December 31, 2019 will have successfully tested to the 2016 Edition of MASH (TL-3 and TL-4). All temporary barriers manufactured on or before December 31, 2019 that have successfully tested to NCHRP 350 (TL-3 or TL-4) or the 2009 Edition of MASH (TL-3 or TL-4), will be used throughout their normal service life.

## Police Details

Police details will be used to facilitate safe and efficient traffic movements through lane closure or detour periods. Locations and time periods where police details are used will be coordinated with RIDOT. Police will be used per RIDOT guidance on high-speed facilities, such as I-195, and at any signalized intersections of other intersections with complex traffic maneuvers.

### **Minimize Risk:** Approach to Minimize Traffic Details

Our Team understands the impact and risk to schedule the lack of detail availability has had on Route 6/10 and other large-scale projects. Our approach to traffic control will minimize the need for details to save cost to RIDOT and minimize schedule risk:

- » **Minimizing or eliminating the need for long-term detours**, such as Taunton Avenue On-Ramp. This will minimize the need for details along detour routes.
- » **Gano Street/I-195 West ramp intersection**. Modified design to minimize utility impacts and complete improvements at intersection quicker.
- » **VHB's signal fine-tuning expertise**. VHB has monitored and fine-tuned detour routes for other large-scale projects, such as 6/10, to make real time adjustments based on traffic flow changes during a detour or incident. This will minimize the need for details to manually control traffic signals in the study area.

## Off-Site Signal Monitoring/ Monitoring Plan

VHB has extensive experience in the metro Providence area and an understanding of the alternative routes drivers take when there is construction or an incident on I-195 West. While it is important to review and monitor the signalized intersections along the official detour routes, it is equally important to expand this review to other routes that drivers typically use when congestion is greater than normal.

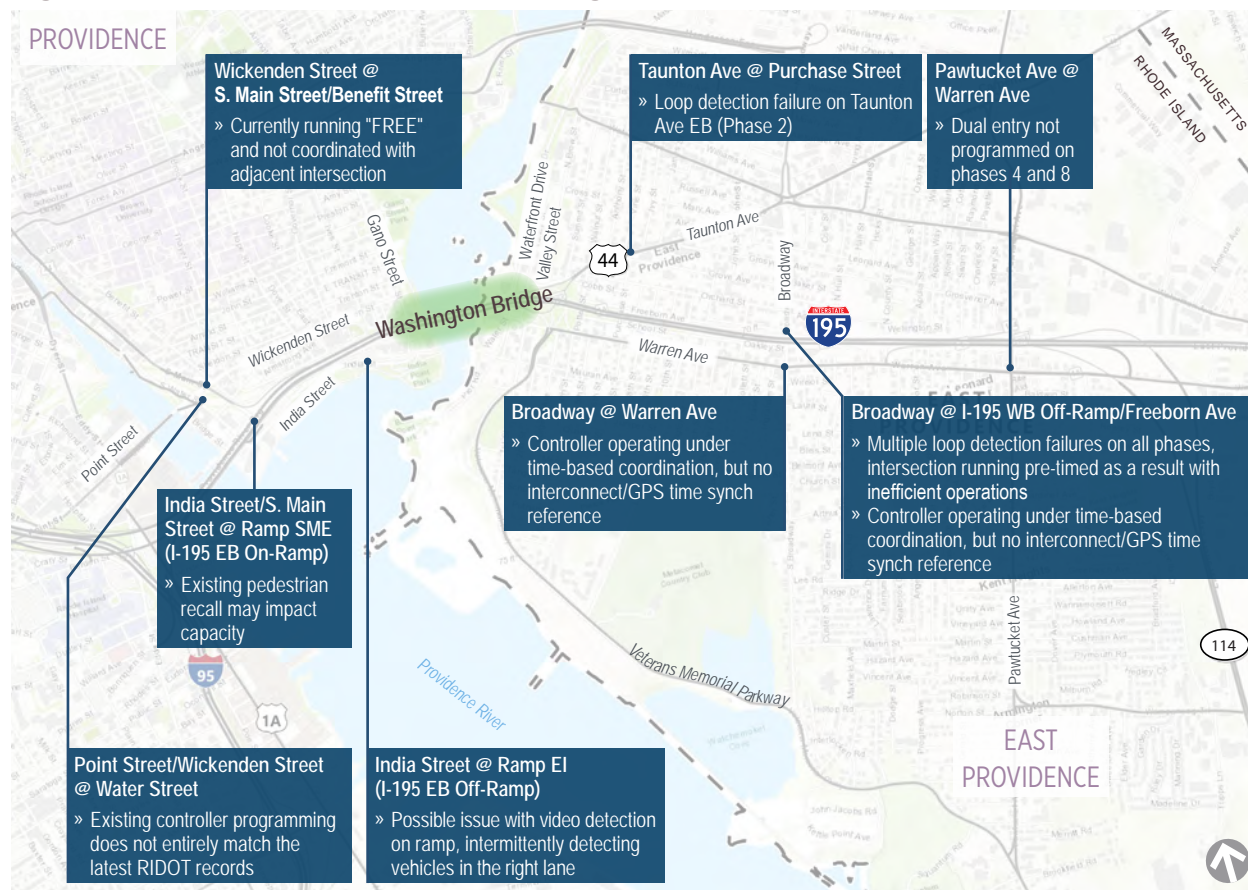
Similar to the Route 6/10 project, VHB has already inventoried the signalized intersections along the key corridors, as provided in the draft TMP. This provides RIDOT and the municipalities additional time to fix existing deficiencies prior to construction. This will also allow VHB to get a headstart on conducting a capacity analysis to determine if

potential capacity issues exist and see if there are opportunities for coordination to improve operations over existing conditions.

As part of the inventory, **VHB visited all of the signals listed in the RFP. Eight intersections were flagged with deficiencies that should be resolved prior to construction. Existing issues ranged from loop and video detection failures, controllers off coordination, pedestrian recalls in place, and other programming inconsistencies.** Resolving these issues is critical as most of these intersections are along a signed detour route and are projected to experience the highest diversion when construction commences. **Figure 4-7** identifies the major intersections that require attention.

VHB will include this data in a Monitoring Plan for submission to RIDOT, Providence, and East Providence for review. VHB is aware of

**Figure 4-7: Critical Intersections Requiring Attention**



the City of Providence's recent standardization of pedestrian recalls at all city-owned signalized intersections and will take this safety measure into account when developing the temporary signal timing adjustments.



### **Minimize Impacts: Route 6/10 Success Story**

During Stage 1B of the Route 6/10 Project, the Broadway Off-Ramp from Route 6 East was closed, forcing vehicles to travel through historically congested Olneyville Square. Prior to the detour being in place, VHB inventoried the 10+ signals along the corridor and identified detection issues and other inefficiencies that could be easily rectified prior to the detour going live. VHB then analyzed the corridors and recommended coordination between the signals to improve progression. **This advance due diligence not only mitigated additional traffic along the detour routes, but also resulted in an overall decrease in travel times through Olneyville Square.**

## **Real Time Work Zone Traffic Information System**

A key aspect of our approach to managing traffic will be a smart work zone involving a real-time work zone traffic information system (RTWS). Our Team has implemented similar systems on previous projects, such as the Route 79/I-195 Interchange DB in Fall River to monitor traffic and provide real-time updates to the traveling public. The RTWS provides real-time monitoring and collection of traffic data, such as volume, speed, and density, and can be used to evaluate temporary traffic control tactics. Our RTWS system will be integrated into the RIDOT TMC for 24/7 monitoring. This system will use RIDOT's existing ITS devices along I-195 West as a starting point and fill the gaps in coverage with RTWS equipment such as cameras that actively monitor traffic and provide excessive queue alerts.

## **Maintenance of ITS Incident Management System**

VHB was the Lead Designer of the fiber communication in the project area and we will avoid disruption of communications during construction as much as possible. If there are incidents that requires a temporary connection, we will do so as outlined in the RFP.

## **Traffic Management Plan**

*(RFP 6.7.1c)*

Our construction staging modifies the BTC for both the I-195 mainline and ramps, reducing travel times along I-195 West and minimizing the number of detours required, minimizing the traffic impacts to the traveling public.

## **Staging**

### **I-195 West**

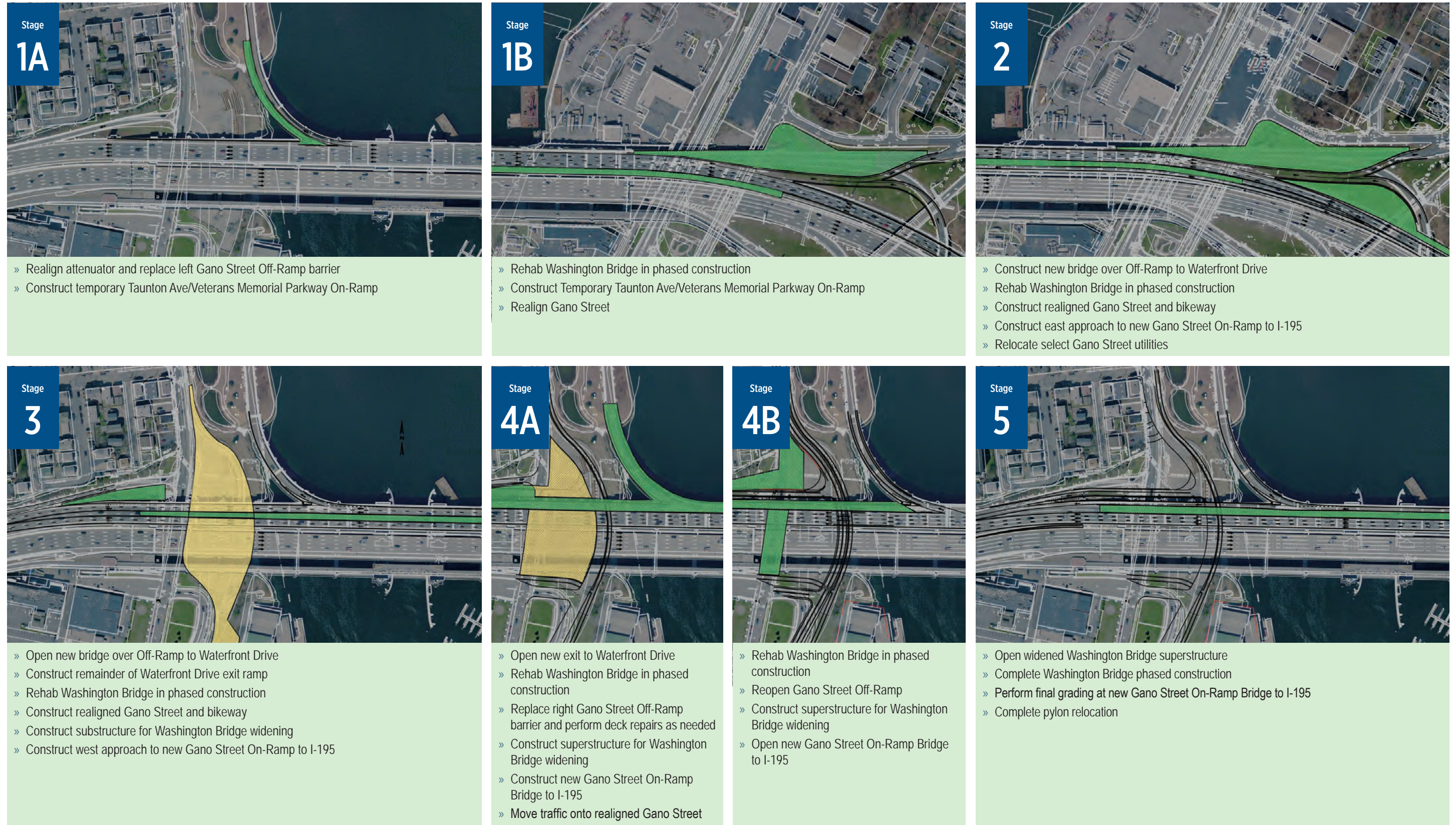
I-195 West is the major route for commuters, students, and visitors from East Providence, the East Bay communities, and southeastern Massachusetts. On an average day, the queue extends anywhere from two to three miles from Washington Bridge to the Massachusetts state line with a travel time of 17+ minutes in the morning peak period (7AM–9AM). The major causes of this queue are:

- » Traffic volume slightly over capacity approaching Washington Bridge
- » Weaving caused between the Taunton Avenue and Veterans Memorial Parkway On-Ramps and Gano Street Off-Ramps
- » Unbalanced lanes throughout corridor
- » Four to three lane drop at Broadway overpass

As shown in **Figure 4-8**, our construction approach generally follows the stages shown in the BTC on Washington Bridge with the exception that we plan primarily to work from

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**Figure 4-8: Enhanced Staging** | Our Team's proposed staging, which generally reverses the order from the BTC staging (work south to north vs north to south) Our staging provides the new Off-Ramp to Waterfront Drive earlier in the project. This subsequently provides continuous access to the East Side of Providence via the Henderson Bridge during a later stage when Gano Street Off-Ramp needs to be closed for rehabilitation. Additionally, this alternative staging provides opportunities for early Washington Bridge rehabilitation and Waterfront Drive bridge construction as an early release package. This packaging and sequencing allows the new Gano Street On-Ramp design and permitting to progress toward approvals while early construction is ongoing.



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south to north to sequence construction in concert with design and permitting approvals and provide the new Waterfront Drive exit earlier.

As shown in **Figure 4-8**, Stages 1B and 2, our Team also made modifications to the Taunton Avenue and Veterans Memorial Parkway On-Ramps and on the I-195 Washington Bridge West approach:

- » Maintain access to Taunton Avenue On-Ramp open throughout project
- » Provide fourth lane between Broadway and new Waterfront Drive Off-Ramp

VISSIM and SYNCHRO files for any modifications to the BTC are included in **Appendix F: Traffic Analysis Files**.

**Figure 4-9** lists the amount of traffic processed by each construction stage, comparing the BTC to ATC 1. As shown, our staging allows for traffic volumes to be processed similar to or greater than the BTC staging. These calculations were based on VISSIM analysis run for each stage of the BTC and the ATC. The existing conditions

VISSIM (provided by RIDOT) was used as the baseline for both the BTC and ATC staging analyses.

We have demonstrated that our ATC is comparable to the BTC in terms of traffic volumes processed (Figure 4-9) and provides added capacity in three of the five stages.

**Figure 4-9: Processed Traffic Volumes—BTC/ATC Comparison**

Stage	BTC (vph)	ATC (vph)	Comparison = comparable + better
BTC Stage 1/ ATC Stage 5	7,070	7,051	=
BTC Stage 2/ ATC Stage 4	5,803	6,066	+
BTC Stage 3/ ATC Stage 3	5,883	5,812	=
BTC Stage 4/ ATC Stage 2	5,138	6,035	+
BTC Stage 5/ ATC Stage 1	6,947	7,057	+

### **Minimize Impacts: Regional VISSIM Model**

VHB has developed a regional traffic simulation model to quantify delays and queues to allow RIDOT and our team to make real-time adjustments to better respond to impacts from adjacent construction projects.

The model will help synchronize traffic flow and detours for the Washington Bridge project with the “big three” projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge. This model also includes local arterials to cover detour routes to include the Angell Street and Waterman Street areas to assist in coordinating with the Henderson Bridge project.

While there is significant historical traffic data available along I-195, there may be gaps along the local street network. VHB has developed a transportation planning tool that combines Big Data analytics and traditional



traffic analysis to estimate traffic data at specific intersections, when vehicular traffic is at a minimum. Known data sources such as INREX and HERE data are used for real-time data aggregation and processing. VHB can use this methodology to estimate reliable counts at locations where historical data may not be available or is dated.



## Lane Closures

All roadway and lane off-peak closures will be consistent with the BTC General Restrictions Charts, provided in **Appendix B: Draft Traffic Management Plan (TMP)**. We have reviewed RIDOT’s historical traffic count station data along I-195 West and have estimated the off-peak hour windows that will align with the 1,600 vehicles per hour per lane threshold.

## Detours

Prior to beginning any detour, we will perform an analysis to assess the traffic signals along the detour routes and potential alternative routes (unsigned detours) to determine the level of impacts to traffic.

## Corridors Impacted by Diverted Traffic

There are several critical corridors (**Figure 4-10**) in the project area that will be impacted.

**Figure 4-10: Corridors Impacted by Diverted Traffic**

Road	Key Issues
<b>Taunton Avenue</b>	<ul style="list-style-type: none"> <li>» Commuter route to access I-195; business route, East Providence City Hall, RIPTA Route 33</li> <li>» 2,000 vehicles during the peak hour, heavily congested between North Broadway and I-195</li> </ul>
<b>Warren Avenue</b>	<ul style="list-style-type: none"> <li>» Commuter route to access I-195; numerous businesses &amp; residential, RIPTA Route 32/34</li> <li>» 1,700 vehicles during the peak hour, heavily congested at intersection with Broadway</li> </ul>
<b>Veterans Memorial Parkway</b>	<ul style="list-style-type: none"> <li>» Commuter route to access I-195 from Riverside; mostly residential</li> <li>» 2,000 vehicles during the peak hour, mostly free flow until on-ramp to I-195</li> </ul>
<b>Broadway</b>	<ul style="list-style-type: none"> <li>» Commuter route to access I-195; numerous businesses &amp; residential, RIPTA Route 32</li> <li>» 2,200 vehicles during the peak hour, heavily congested at intersection with Warren Avenue and I-195 west ramps</li> </ul>

## Minimize Impacts: Traffic Synchronization with Adjacent Projects

**Reconstruction of Route 6/10 Interchange**—The majority of significant traffic impacts will have already occurred by the time Washington Bridge is in construction, and we do not expect a regional impact between the two projects. There should be a slight benefit to the I-95/I-195 interchange when the missing movements from Route 10 North to Route 6 West is provided in 2022. This will divert 1,000+ vehicles during peak hours from the I-95/I-195 interchange, which will relieve the current queues that impact the Washington Bridge work zone.

**Providence Viaduct, I-95 Northbound**—This project’s overall schedule aligns with the Washington Bridge timeline. The Viaduct must maintain exiting travel lanes during peak periods, therefore we do not anticipate impacts from the Viaduct to spill into our study area. The two projects will share some of the same impacts to local street network, including corridors such as South Main Street and Memorial Blvd. Our Team will coordinate with the Viaduct’s schedule once developed.

**Henderson Bridge Reconstruction**—The Henderson Bridge serves as the main alternative route when there is an incident along I-195 West, therefore schedule coordination between this and Washington Bridge is critical. Barletta is the contractor for the Henderson Bridge project. That overall schedule aligns with the Washington Bridge timeline, and our staging has considered the staging at the Henderson Bridge, including the following modifications:

- » Minimizing or eliminating the need for long-term detours, such as the Taunton Avenue On-Ramp.
- » Installation of Waterfront Ave intersection with new I-195 west Off-Ramp.
- » Gano Street Off-Ramp Closure. Our staging has moved the closure of Gano Street to one of the last stages.

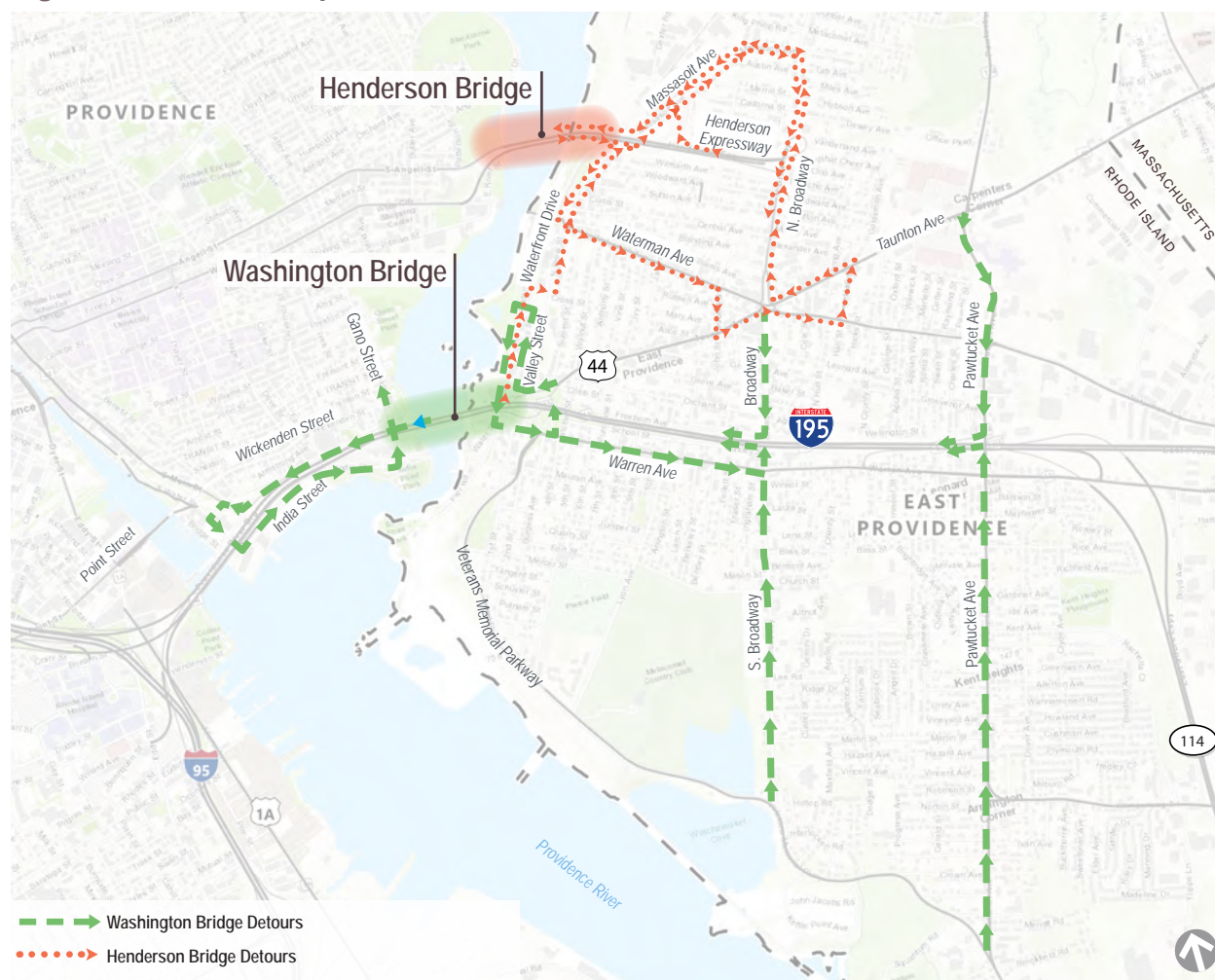
For any location with significant increases in delay or queues, we will work with RIDOT on mitigation measures, such as signal timing modifications and lane use changes, to implement prior to rerouting vehicles. A traffic monitoring plan will also be prepared, which will include details of the locations to be monitored, how monitoring will be accomplished, the duration of the monitoring, and how additional mitigation measures will be implemented.

As discussed in the previous section, we eliminated the need for a long-term closure of the Taunton Avenue On-Ramp. A detour plan is still provided for any off-peak or short-term closure. **By eliminating the need for a long-term closure, it is estimated that up to \$500K in user delay costs will be saved over the duration based on the BTC.**

This will provide flexibility in the construction of the Waterfront-Valley connector road. Per the draft TMP included in the RFP, the connector road will be constructed prior to the closure of the Taunton Avenue On-Ramp. **With the elimination of this long-term closure, any permit-related delays from the connector will not affect the construction of the Waterfront Drive Off-Ramp.**

We will pay close attention to avoiding any overlapping detours with the Henderson Bridge project. Both projects have similar construction timeframes and it is critical to not overload any given corridor with multiple detour routes. As shown in **Figure 4-11**, we will work to provide detour routes for this project that do not conflict with the Henderson Bridge project.

**Figure 4-11: Detour Map**



## Detour Critical Intersections/Hotspots

We advanced preliminary analysis of the major detour or alternative routes to identify hotspots along the corridors. Even though we only have the Gano Street Off-Ramp as a long-term closure, given the reduced capacity along I-195 west, VHB performed a sensitivity analysis along all possible detour routes as vehicles may plan to divert to other on-ramps to access I-195. The draft TMP included in the **Appendix B** includes a summary of our initial findings.

## Pedestrian and Bicycle Access

Pedestrian accommodations will be maintained during construction. For all roadways where pedestrians are allowed, such as Gano Street, a minimum of one sidewalk will remain open at all times. The Blackstone River bikeway alignment, south of the Gano Street Off-Ramp, will be temporarily impacted by the construction of the Gano Street On-Ramp. To maintain access to this shared use path, we are proposing to realign this short segment slightly south to avoid the new pier and maintain continuous access for bicycles and pedestrians.

## Staging Duration

Our staging duration is outline in our schedule provided in Appendix D. As shown, with our revised staging of working primarily south to north versus north to south on Washington Bridge, we can complete the Waterfront Drive Off-ramp prior to closing the Gano Street Off-ramp. This allows Gano Street traffic to use the new Waterfront Drive ramp when it is completely closed as well as when I-195 west cannot access it in Stage 4.

## Concept Plans *(RFP 6.7.1d)*

See **Appendix D** for the full concept level plans including the modifications to the BTC.

## Coordination of Construction Staging and Toll Gantry Installation Project *(RFP 6.7.1e)*

As part of the Tolling Project DB Team, Aetna Bridge has regularly provided updates on the toll gantry installation plans and schedule. Understanding that the new gantry is operational, we preliminarily provided a temporary lane configuration that has been designed to avoid lane shifts in the final four of our five phases within 100 feet of the gantry. We anticipate a camera shift will be required upon completion of the project to align with the new Gano Street On-Ramp.

Additionally, within 100 feet of the gantry, we have made sure that all temporary lanes are not split or bifurcated on the gantry approach and all milling operations will be completed within the same workday. Our Team will provide the required 30-day notice prior to any long-term lane shifts or closures and 48-hour notice prior to short-term lane shifts or closures to the RIDOT Tolling Section.

## Traffic Synchronization

Our Team is fully aware of the major construction projects in the metro Providence area that have an impact to traffic flow (**Figure 4-12**). We have direct involvement with the three largest construction projects—Reconstruction of Route 6/10 Interchange, Providence Viaduct Northbound, and Henderson Bridge Reconstruction. We will coordinate traffic impacts with the other project activities stage by stage. **VHB has a VISSIM traffic analysis model already developed that includes all four projects.** This model can test different scenarios of staging and closures as the project progresses. It can also model new scenarios that may come up over the project timeline.

**Figure 4-12: Area Construction Coordination and Stakeholder Outreach—Mitigating Overlapping Construction Detours**



**Construction Phasing Synchronization for "The Big Three"**

- 1 Reconstruction of Route 6/10 Interchange
- 2 Providence Viaduct NB Interchange Reconstruction
- 3 Henderson Bridge/Waterfront Drive Reconstruction

**Construction Phasing Synchronization for Local Projects**

- 4 Broad Street/Broadway Bridge Repair
- 5 Angel Waterman Signal Systems
- 6 Wayland Square Enhancements
- 7 East Providence Industrial Buildout
- 8 East Providence Waterfront Plan
- 9 Watchemoket Square Revitalization
- 10 Veterans Memorial Parkway Corridor

**Key Stakeholders**

- » Brown/RISD
- » City of East Providence
- » City of Providence
- » RIPTA
- » Seekonk River Watershed Alliance
- » East Providence Waterfront District Commission
- » State Historic Preservation Office (SHPO)
- » Wayland Square Neighborhood Association
- » Fox Point Neighborhood Association

## 4.2 Bridge, Retaining Walls, and Other Structures

(RFP 6.7.2)

### Approach to Design and Construction of Bridges and Retaining Walls (RFP 6.7.2a)

#### Waterfront Drive Bridge

In evaluating alternatives to the BTC, we looked for opportunities to provide resilient structures and reduce RIDOT's long-term maintenance costs, while keeping traffic moving during construction. On the Waterfront Drive Bridge, these elements were key in developing our ATCs 2 and 3 that provide RIDOT with improvements in all those areas.

We reviewed the geotechnical data of this area and determined deep foundations are not required for this bridge location. As a result, our ATC 3 supports the new bridge on precast or cast-in-place stub abutments on MSE walls in place of the BTC's deep foundation.

Revised grading allows us to construct all approach and return walls in the single construction phase while traffic is on the ATC 2 temporary ramp. The only remaining work after on-ramp traffic is moved back onto the new bridge alignment is to demolish the temporary ramp, regrade, pave, and open the new off-ramp. No additional walls are required to retain the slopes to the south of the planned SOE line.

Our accelerated bridge construction (ABC) substructure construction method using MSE walls to support the stub abutments (**Figure 4-13**) has been successfully implemented by our team on other RIDOT projects, including the Route 6/10 Interchange and Louisquisset Route 146/116 DB projects.

#### **Maximize Value: Benefits of MSE Walls**

Figure 4-13: MSE Wall Visualization



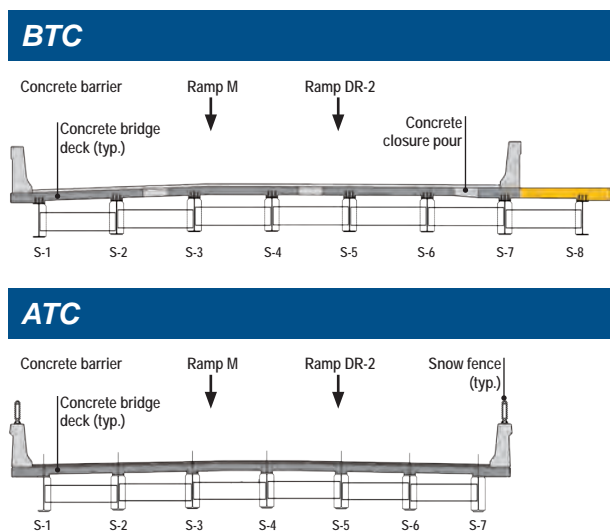
Using MSE walls allows us to **build the substructure quickly**. Additionally, our proposed wall's exposed surface area has **decreased by approximately 50%**, further accelerating the schedule and reducing long-term maintenance costs for RIDOT.

We have preliminarily sized seven W36 rolled beams varying in length from 84 to 94 feet with partial-length cover plates. We evaluated steel beam erection and determined crane locations did not need to impact any ramp traffic. The new beams can be erected from the north work zone away from the interstate beginning with stringer S-7 and continuing beam by beam toward the north.

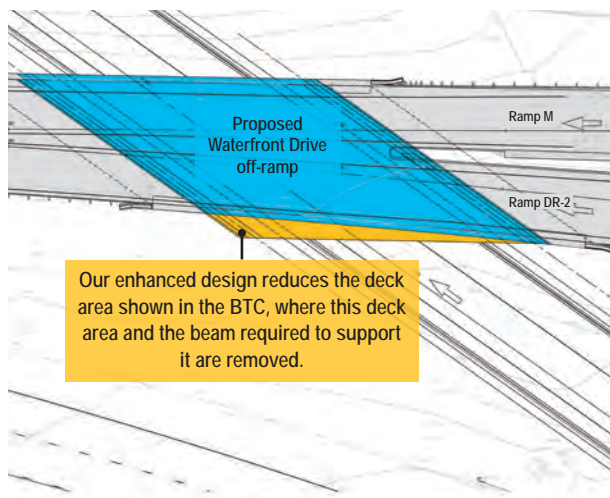
ATC 3's framing plan reduces the final deck width, number of beam lines from eight to seven, and subsequent number of bearings, while maintaining all BTC-required lane and shoulder widths to reduce long-term maintenance costs for RIDOT (see **Figures 4-14** and **4-15**).

We created a 3D model to assist in developing ATCs. Our 3D model identified that the required 14'-3" vertical clearance provided in BTC plans was only provided at the baseline. Due to the bridge skew, bridge on-ramp cross-slope, and Waterfront Drive off-ramp cross-slope beneath the bridge, the vertical clearance was not met at critical corners.

**Figure 4-14: Waterfront Drive Off-Ramp Bridge Typical Section**



**Figure 4-15: Waterfront Drive Off-Ramp Bridge Reduced Superstructure**



In developing our ramp profile, we raised the bridge to meet RIDOT's 14'-3" vertical clearance criteria at all locations.

Additionally, we further raised the new bridge profile and adjusted the exit ramp grade below to **eliminate time-sensitive Valley Street gas, sewer, water, and telephone utility relocations, removing third-party delay risks from the schedule.** To make these grade changes, Waterfront Drive will need

to be raised in the area of the new exit ramp intersection. Seismic Zone 1 detailing will be provided for this simple span bridge.

## Washington Bridge No. 700 Rehabilitation and Widening

The superstructure drop-in spans and cantilevers above the columns will be rehabilitated to achieve a rating above 1.0 for all design, legal, and permit loads. Superstructure repairs will be constructed in phases, with link slabs installed at the 13 fixed joint locations. During the design phase, we will continue developing and using our 3D design model to evaluate and develop solutions for phasing these repairs. Building on Aetna Bridge's construction experience and VHB's design approach implemented for FRP Beam strengthening on RIDOT's Goat Island Bridge Emergency Repairs project in Newport, we will develop an approach and details for wrapping the existing prestressed precast concrete beam ends to help protect them from further deterioration.



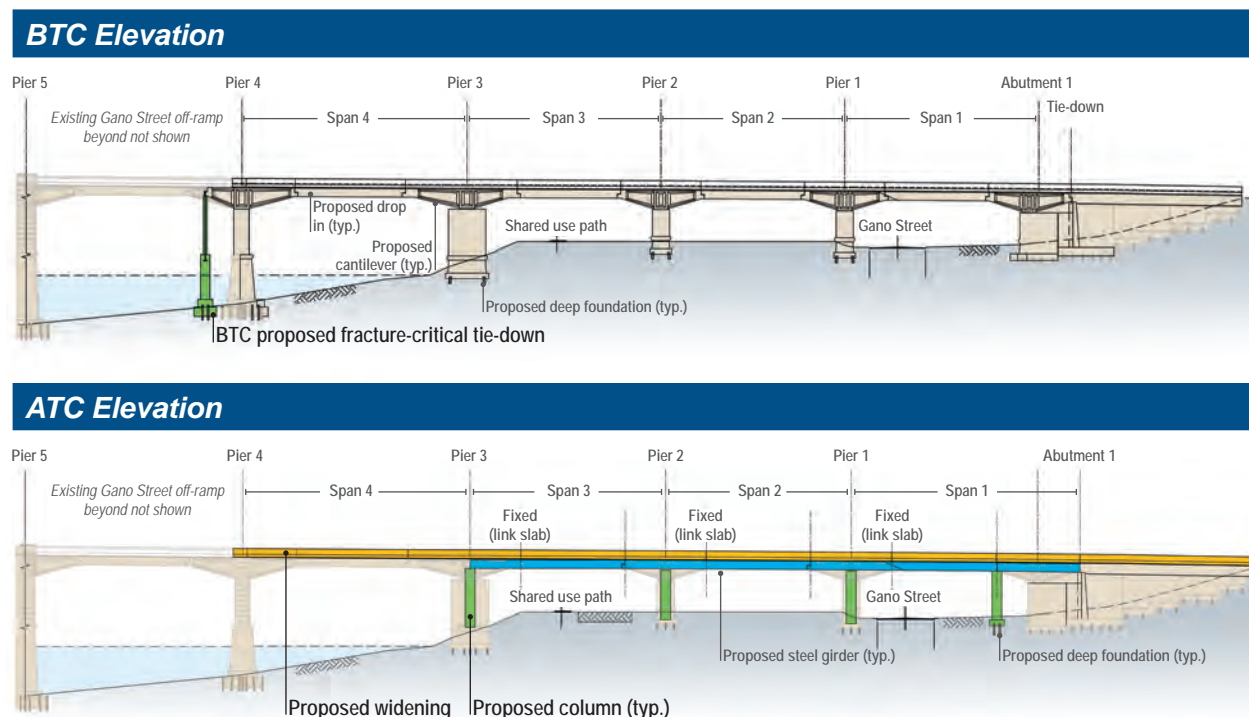
Preliminary analysis indicates that if expansion joints were also replaced with link slabs, the temperature forces that would be locked in the superstructure will cause added stresses to the prestressed and post-tensioned beams that impact their load rating and have a trickle-down effect to bearings and substructures.

We are proposing Emseal BEJS and Emcrete headers constructed in phases for the expansion joint locations as shown in ATC 9. Emseal joints in conjunction with the fiber-wrapped beam ends at expansion joints will provide protection from joint leakage to achieve the 25-year design life.

Between the existing Gano Street Off-Ramp and the new Gano Street On-Ramp, our ATC 8 widens the bridge superstructure with a single beam line to provide a constant 68' curb-to-curb cross section in this area to meet the project goal of carrying five lanes across the bridge. ATC 8 uses steel shiplap beams as a lighter alternative to the prestressed beams. This lighter superstructure, combined with the reduced widening and required arch removal reduce the loads to the existing piers, eliminating the need to supplement piles at the existing piers.

We have replaced the fracture-critical tie-down on the east side of Pier 4 with a new column support to balance the shiplap spans within existing Span 1 (see **Figure 4-16**). This modification **eliminates all foundation work in the Seekonk River and removes this fracture-critical item requiring annual inspection, allowing this element to be inspected biannually with the rest of the bridge's inspection cycle, saving RIDOT in long-term maintenance costs**. The new foundation for ATC 8's Pier 1A will be supported using high-capacity drilled micro piles (DMPs) due to the clearance constraints. The high-capacity DMPs are more easily installed than H-piles due to the overhead clearance issues presented by working under the existing bridge and lessen the noise and vibration impacts from pile installation. Seismic retrofitting already installed will be retained and the new widened portion will be detailed based on AASHTO LRFD design requirements.

**Figure 4-16: Washington Bridge Widening Elevation**



We will test the existing bridge piers 14 through 17 early in the design phase for chloride content to identify the extent of work required at these locations. We have already begun coordinating with a vendor that will both test the piers and perform the electrochemical chloride extraction if testing proves this activity is warranted.

The existing pylon will be removed from its current location during phased widening of the existing Washington Bridge, stored temporarily during construction, and reinstalled along the northwest new Gano Street On-Ramp approach.

### Gano Street Off-Ramp

The rehabilitated bridge superstructure will receive new MASH F-shaped barriers, with TL-4-designed connection to the existing superstructure (see **Figure 4-17**). **The bridge will remain open during the replacement of the west barrier, and be closed during the deck-over-backwall joint rehabilitation and east barrier replacement to minimize the Gano Street Off-Ramp closure duration.** VHB is experienced in developing an approach to barrier replacement, as VHB is assisting RIDOT in developing the MASH Barrier Standards for bridges and highways as part of its On-Call Traffic Contract. Additionally, VHB upgraded the Washington Bridge No. 700 barriers to TL-5, constructed by Aetna Bridge in 1996, the first application of such barrier in Rhode Island.

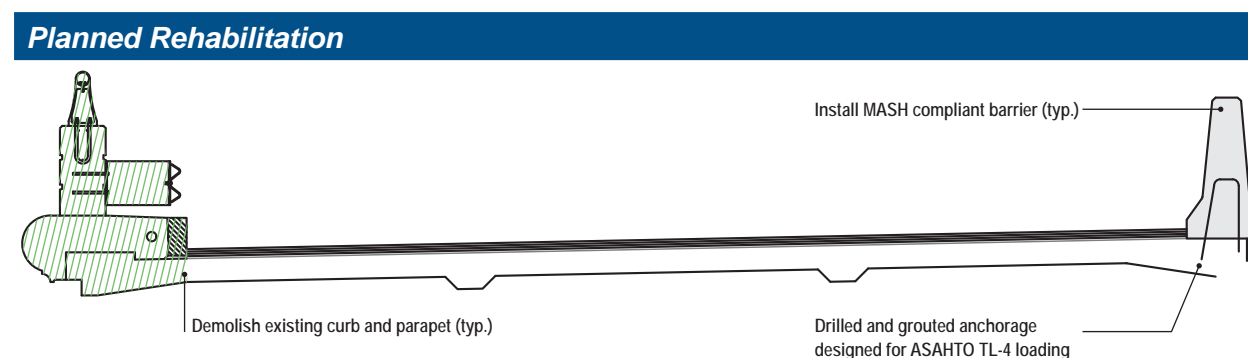
The bridge load rating will be updated to reflect the new barrier configuration.

### Gano Street On-Ramp

The BTC's new Gano Street On-Ramp consisted of a new curved three-span bridge that roughly mirrored the existing off-ramp. **Our ATC 4 realigns Gano Street to significantly reduce the initial infrastructure and long-term maintenance costs.** With the new alignment, we provide a simple-span approximately 42-foot-long bridge on a straight alignment over the Gano Street existing and relocated underground utilities, providing utility maintenance and pedestrian access via a new sidewalk. Approximately 10'-10" vertical clearance is provided over the utility corridor and sidewalk, exceeding the 10' pedestrian minimum clearance per the AASHTO Guide for the Development of Bicycle Facilities Section 5.2.10.

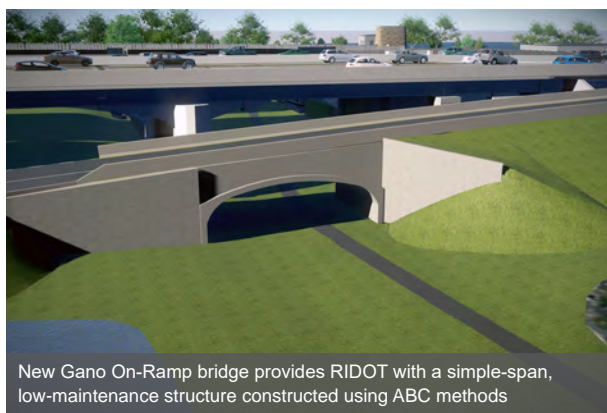
New concrete abutment foundations will be pile-supported and prefabricated MSE wall components will be used to wrap the abutments and for approach walls. The approach walls will be constructed in stages. Initially, a temporary wire grid MSE wall will be constructed alongside the existing Gano Street On-Ramp to maintain traffic while approach grades are built up. Then, once the ramp traffic is relocated onto the permanent bridge, final approach grading and Washington Bridge pylon relocation will be completed,

**Figure 4-17: Gano Street Typical Barrier and Deck Rehabilitation**





**Figure 4-18: Gano Street Visualization**



minimizing the final wall extents as practicable with 2H:1V slopes. Lightweight fill is planned as backfill for the new on-ramp abutments and in areas where impacts to the existing buried foundations and utilities require settlement mitigation. The deep foundation supporting the new bridge has been set to minimize SOE and avoid existing and relocated utilities that remain.

The Gano Street On-Ramp Bridge developed as part of ATC 4 consists of a single span three-sided precast concrete arch structure erected as prefabricated components on the new pile-supported footing. Traffic will be relocated to the new Gano Street alignment prior to the erection of the new superstructure. With traffic off of existing Gano Street, the superstructure can be erected during normal work hours using cranes in the area adjacent to the new bridge.

## Approach to Design and Construction of Bridges and Partial Bridge Demolitions

*(RFP 6.7.2b)*

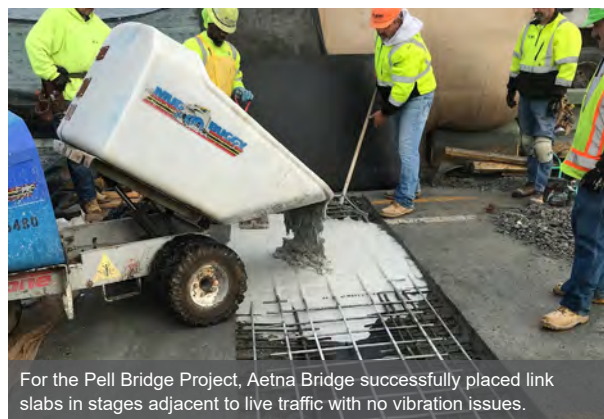
To accelerate construction and release steel in ERC packages, Commonwealth and VHB will perform independent steel and camber designs as added quality review during the design phase. Construction of new bridges will be sequenced in accordance with our

revised phasing; special considerations such as crane placement during erection, SOE needs during foundation construction, and bikeway modifications for pier construction are described earlier.

Demolition of joints on Washington Bridge, repairs to the bridge deck, FRP wrapping of beam ends, and installation of link slabs and expansion joints will occur in phases working from the high-speed lane to the low-speed lane (south to north), maintaining the required travel lanes during each phase.

We will leverage Aetna Bridge's recent experience on the Pell Bridge, where the deck was repaired using hydrodemolition with a screen on top of the barrier to protect adjacent live traffic. Localized demolition was completed within approved limits and sawcut for final hand-chipping. Link slabs were placed in stages adjacent to live traffic and vibration did not cause any issues.

Where the existing bridge is to be widened, high-capacity drilled micropiles will be installed at the new Pier 1A foundation to minimize vibration and impacts to the existing utilities and noise impacts to nearby stakeholders.



For the Pell Bridge Project, Aetna Bridge successfully placed link slabs in stages adjacent to live traffic with no vibration issues.

## The bridges will consist of:

### 1. Foundations

- » MSE wall and stub abutments for Waterfront Drive Bridge
- » MSE wall and pile-supported (DMP) foundations for new Gano Street On-Ramp
- » Pile-supported (DMP) new Pier 1A for Washington Bridge No. 700 Widening
- » No existing foundations require supplemented piles

### 2. Superstructures

- » Steel rolled beams with partial-length cover plates for Waterfront Drive Bridge
- » ABC precast concrete arch span for new Gano Street On-Ramp
- » Shiplap steel plate girders for Washington Bridge No. 700 Widening
- » All steel beams will be metalized. Exterior beams will also be painted and interior beams will be clear seal-coated

### 3. Bearings

- » Elastomeric pads for Waterfront Drive On-Ramp and Washington Bridge No. 700 Widening

### 4. Joints

- » Emseal Bridge Expansion Joint System including Emcrete concrete joint header for the Waterfront Drive Bridge, Gano Street Off-Ramp and Washington Bridge 700 expansion joints
- » Link slabs to remove fixed joints on Washington Bridge No. 700
- » Integral/buried structure on Gano Street On-Ramp (no transverse joints)

## Accelerated Bridge Techniques

(RFP 6.7.2c)

We have reviewed the geotechnical constraints on the east approach to the Washington Bridge and determined that shallow foundations are appropriate for the new abutments as shown in ATC 3. With this in mind, our design

incorporates Accelerated Bridge Construction (ABC) elements with the Waterfront Drive bridge substructure construction, using MSE-supported stub abutments (see **Figure 4-19**, next page). Additionally, the Gano Street On-Ramp features MSE approach walls and ABC precast concrete arch units to accelerate approach construction.

## Measures to Achieve Service Life (RFP 6.7.2d)

Our design and construction will provide 75-year service life on new structures and 25-year service life on rehabilitated bridges.

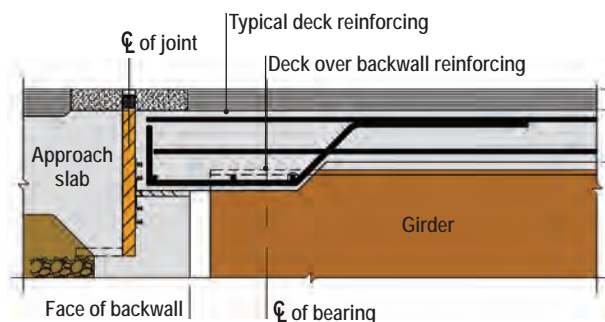
### » **Washington Bridge No. 700 Rehabilitation:**

The implementation of link slabs and FRP beam end protection will extend the life of Washington Bridge by eliminating fixed joint locations where joint leakage over time causes deterioration of the existing beam ends. Where link slabs are not planned, beam ends will be wrapped with FRP and joints will be replaced with Emseal to provide a minimum 25-year service life.

### » **Gano Street Off-Ramp Rehabilitation:**

Measures to achieve the required service life include deck repairs and joint replacement, including extending the deck over the abutment backwall (see **Figure 4-20**).

**Figure 4-20: Deck Over Backwall**



### » **Waterfront Drive and Gano Street On-Ramp Structures:**

The new structures will be designed in accordance with the latest version of the AASHTO LRFD Bridge

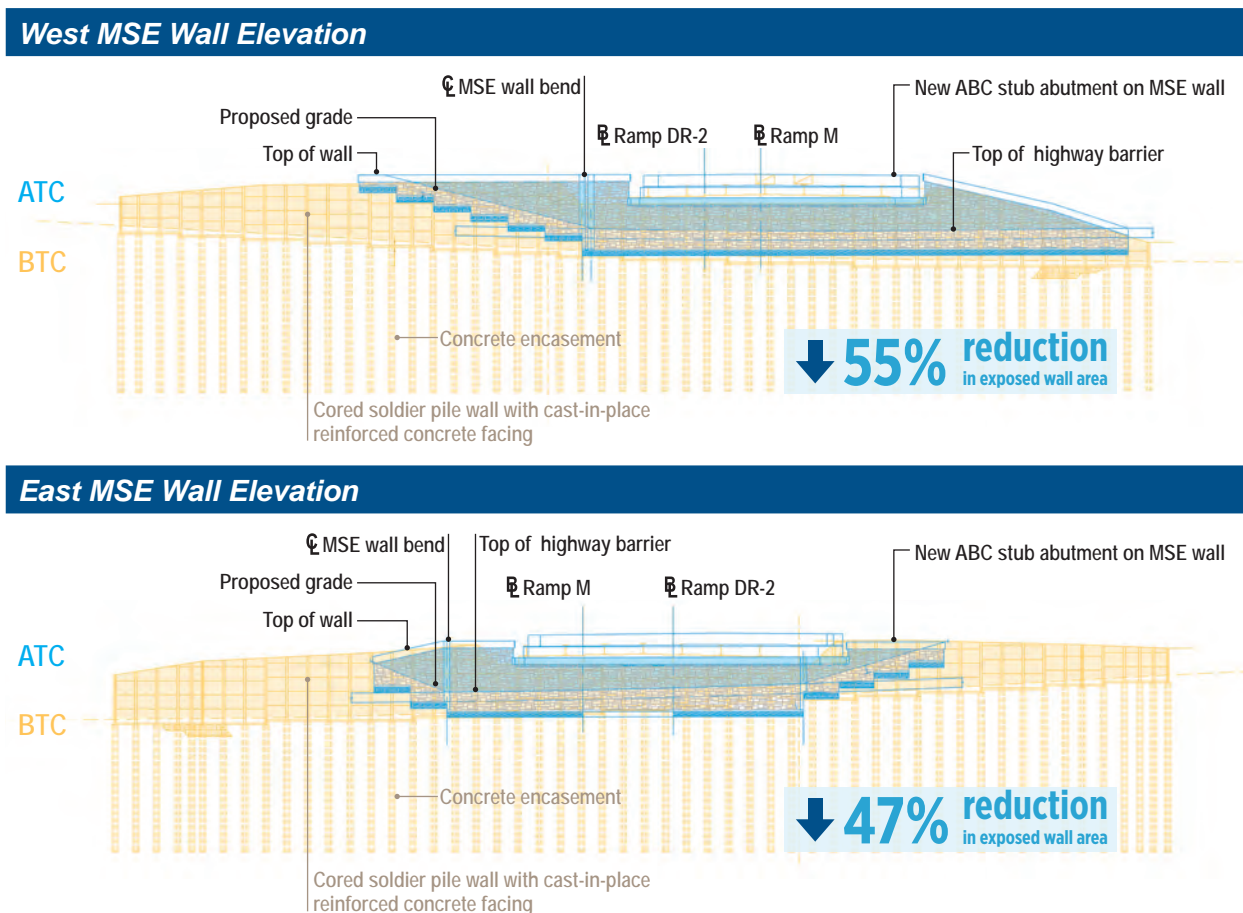
Design Specifications to provide a 75-year service life. Waterfront Drive Bridge will include resilient deck over backwall details to protect beam ends from joint leakage and include jacking stiffeners to provide a future jacking point for bearing replacement as needed during the life of the structure. Gano Street On-Ramp will be an integral precast structure, protected with waterproofing on all three sides to maximize protection from roadway salts.

## Coordination of Construction Staging and Toll Gantry Installation Project (RFP 6.7.2e)

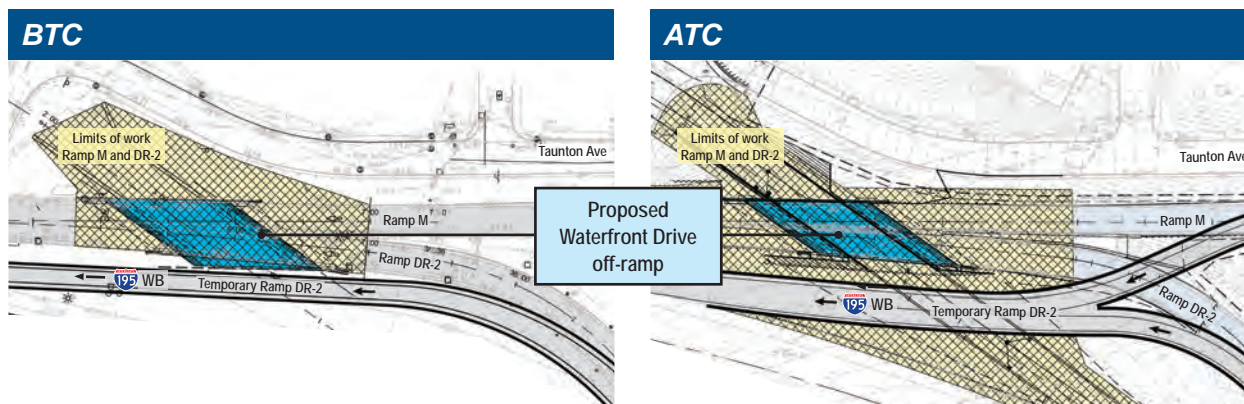
The BTC detours the Taunton Avenue On-Ramp during construction of the new Waterfront Drive bridge. Our ATC 2 solution avoids this closure without negatively impacting the project schedule (see **Figure 4-21**). To keep both on-ramps open and mitigate impacts to East Providence local streets, we plan to regrade and shift the on-ramps from both Taunton Avenue and from Veterans Memorial Parkway onto a new temporary ramp constructed to the south to

**Figure 4-19: Waterfront Drive Off-Ramp Wall Design Benefits**

Our revised wall design layout allows for the entire structure to be constructed in a single phase and **reduces the overall exposed face wall area by approximately 50% from the BTC**, accelerating construction, while decreasing RIDOT's long-term maintenance costs.



**Figure 4-21: Waterfront Drive Bridge Constructed in a Single Phase, While Keeping All Ramp Traffic Open**



provide a work zone to construct the new bridge. ATC 2 constructs the new bridge in a single phase.

Bridges will be designed in packages such that individual bridges can progress at an aggressive pace that meets schedule needs. Early release packages will also be prepared for items required early in construction phasing or items with long lead times so that the contractor can procure materials in a manner that allows for construction on schedule. This staggered approach allows our contractor to work on improvements sooner, while bridges scheduled to be constructed later can continue in design and permitting (see **Figure 4-22**). Similar to the approach used on RIDOT's Route 6/10 DB project and others, we identified early elements that can be completed prior to completion of permitting and final design. The project has been broken into three segments based on the permitting needs of each segment:

### Waterfront Drive Bridge

Waterfront Drive Bridge is exempt from CRMC permitting. We will coordinate early with RIDEM to receive RIPDES authorization prior to construction. To facilitate early construction, we will develop early release (ERC) packages sequentially to time with construction for:

- » Temporary Taunton Avenue/Veterans Memorial Parkway On-Ramp
- » SOE
- » MSE walls
- » Steel girders

The Waterfront Drive bridge has been raised to avoid utility modifications at Valley Street to expedite the schedule to minimize utility coordination at this early activity location. The Waterfront Drive exit ramp will be constructed in a single phase while traffic remains operational on a temporary ramp constructed to the south, providing access from Taunton Avenue and Veterans Memorial Parkway to the south.

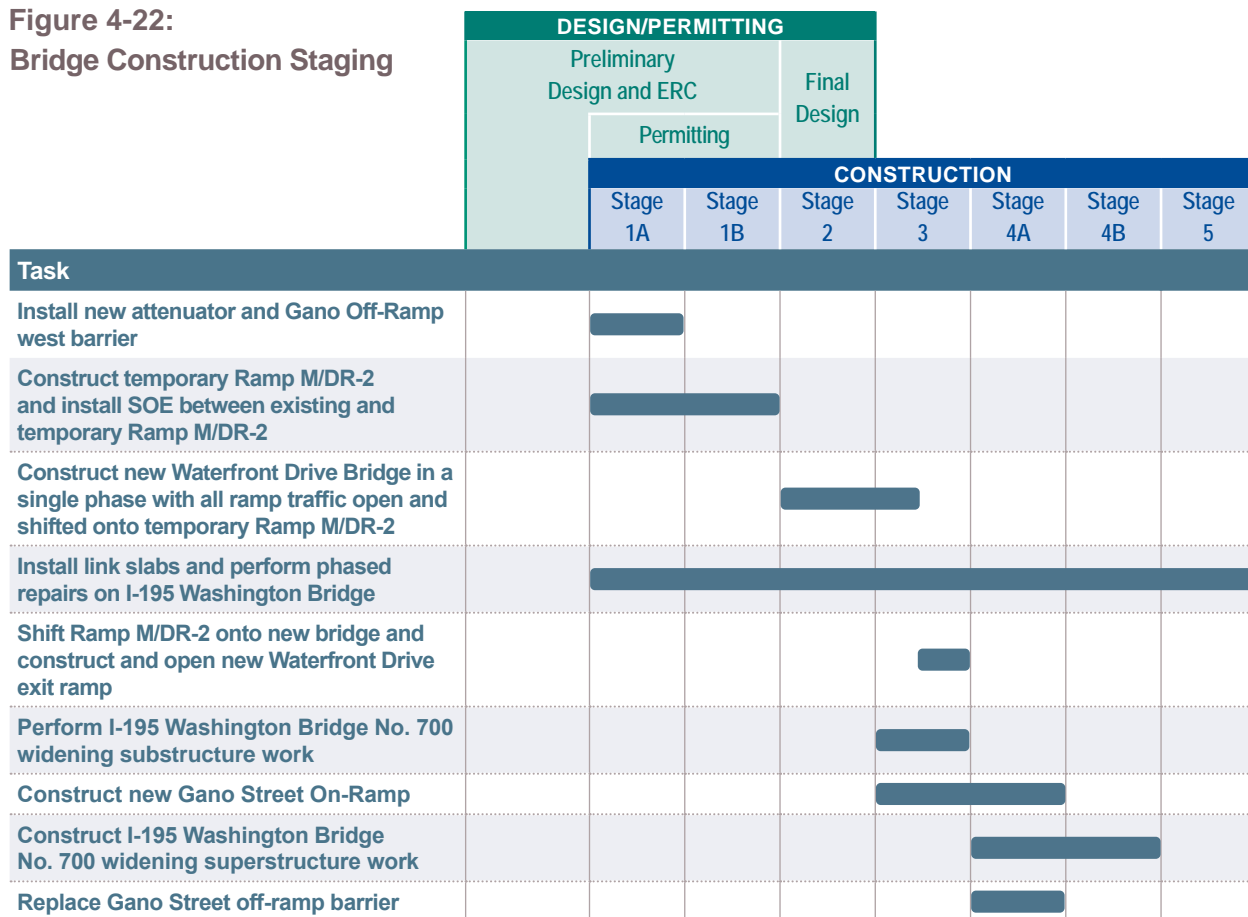
### Washington Bridge No. 700 and Gano Off-Ramp Bridge Superstructure

Modifications to these bridge superstructures requires CRMC Maintenance Assent (30-day review). ERC Packages include:

- » Deck repairs
- » Link slabs and joint details

Staging for I-195 Washington Bridge and Gano Off-Ramp have been modified to take elements that require extensive permitting off the critical path. After the completion of the new Waterfront Drive exit ramp, the existing Gano Street Off-Ramp will be closed

**Figure 4-22:**  
**Bridge Construction Staging**



temporarily as needed for rehabilitation and barrier replacement. This closure duration has been minimized by our revised staging that constructs the west barrier line in Stage 1A while the Gano Off-Ramp remains open.

### Washington Bridge No. 700 Widening, Substructure Repairs and Gano Street On-Ramp

Work within CRMC's jurisdictional area will require permit approval prior to commencing. Our revised phasing stages this work later in the project to avoid permitting delays to the project's critical path. ERC Packages include:

- » Foundation/Pile installation plans
- » Steel girders and bearings

Structural work planned later in the construction schedule for the new Gano Street On-Ramp will require coordination with utilities to coordinate relocations and sewer lining in advance of foundation construction.

### Toll Gantry Coordination

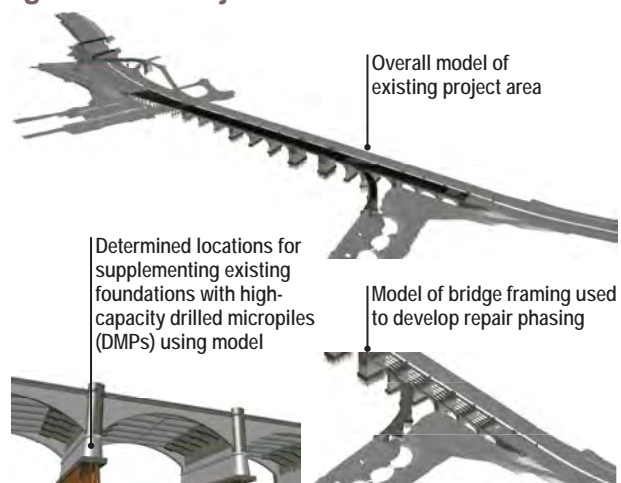
Please Section *Coordination of Construction Staging and Toll Gantry Installation Project (RFP 6.7.1e)* on page 50.

### Concept Plans (RFP 6.7.2f)

We developed a 3D graphical model of the existing bridge infrastructure to actively visualize, identify, and mitigate conflicts seamlessly as design develops (**Figure 4-23**). We put this to use on multiple DB projects to allow us to expedite solutions to conflicts as they arise. For example, on the Aetna Bridge/

VHB Louisquisset 146/116 DB Project, the as-built SOE varied slightly from plan. We used our 3D model to not only identify the conflict with the new abutment, but also to develop multiple options for corrective action well in advance of the issue arising in the field, avoiding potential delay. This tool also provides us with a visual platform to brainstorm new design alternatives and solutions by providing contextual understanding of site constraints.

**Figure 4-23: Project-wide 3D Model**



Please refer to **Appendix D** for our concept plans.

## Geotechnical Design Plan and Approach (RFP 6.7.2g)

A boring program will be developed during final design to supplement the existing boring data. We will drill additional borings to obtain additional soil information, including detailed bedrock strength properties and bedrock elevations to be used in the design of deep foundation systems for the Gano Street On-Ramp and Washington Bridge widening.

The existing and supplemental boring data will be used to develop a Geotechnical Interpretive Report (GIR) that will provide final design recommendations for the new foundations.



Based on the existing boring data, the soil profile at the new Waterfront Drive ramp consists of embankment fill underlain by glacial outwash. The embankment fill is described as a medium dense silty sand up to 15 feet in thickness. The underlying glacial outwash consists of alternating layers of medium dense sand, silt, and silty sand, which is considered competent bearing material for the support of shallow spread footings. We plan concrete stub abutments on spread footings, supported by MSE walls bearing on the undisturbed natural glacial outwash. The available test borings indicate the embankment soils have limited obstructions and are favorable for the use of temporary driven steel sheet piles as Support of Excavation (SOE). This SOE will allow for installation of permanent MSE retaining walls.

Lightweight fill will be used adjacent to pile-supported foundations and in areas above existing utilities to avoid settlement issues and achieve the net zero settlement requirement for fill above utilities. Elsewhere in areas subject to settlement due to subsurface fill

material or organic soils, preloading will be used to settle areas of the new Gano Street and On-Ramp alignment prior to final grading.

The subsurface conditions at the proposed Gano Street On-Ramp consist of fill over a layer of sand and gravel glacial outwash, underlain by glacial till, underlain in turn by bedrock. We will use high-capacity drilled micropiles (DMPs) for the new pile cap at new arch abutment footings. The DMPs will be advanced to bedrock and socketed into competent bedrock to develop capacity.

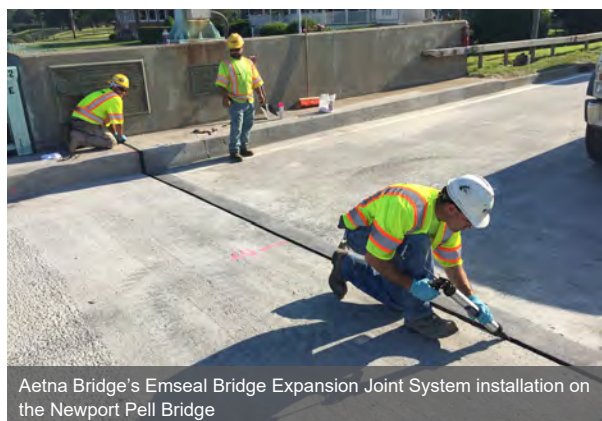
The subsurface conditions at Piers 1, 2, 3, and 4 where the Bridge 700 is to be widened are similar to the conditions at the Gano Street On-Ramp. Unlike the Gano Street subsurface, a layer of organic silt is present above the sand and gravel. The layer of organic silt varies in thickness of approximately 30 feet adjacent to the Seekonk River and reduces in thickness until the layer is not encountered approximately 300 feet from the shoreline.

Due to overhead clearance restrictions, we will use high-capacity DMPs for the new pile cap at new Pier 1A. The DMPs will be advanced to bedrock and socketed into competent bedrock to develop capacity. No supplemental piles are required at any existing pier locations.

Preconstruction surveys and vibration monitoring will be performed for all structures within 200 feet of driven piles. Dynamic pile testing will be performed on selected piles during production driving. A load test in tension will also be performed on a DMP to verify capacity.

## Materials Plans for Key Elements *(RFP 6.7.2.h)*

Our design will implement the following elements to meet the project design criteria:



- » Emseal Bridge Expansion Joint System (BEJS) with Emcrete concrete header for a plow-resistant expansion joint
- » High-Capacity DMPs for new pile-supported foundations, minimizing impacts to the existing utilities and structures, reducing noise and vibration, and working within low-headroom clearance
- » MSE Walls and precast arch components as a means of ABC construction

## 4.3 Schedule *(RFP 6.7.3)*

### 4.3a Preliminary Project Schedule *(RFP 6.7.3a)*

See Section 5—Proposal Preliminary Project Schedule for schedule summary information. The preliminary schedule is provided in **Appendix C**.

### 4.3b/c Closure Durations *(RFP 6.7.3b/c)*

The Gano Street Off-Ramp, Taunton Avenue On-Ramp, and Veterans Memorial Parkway On-Ramp closure durations are shown in the TMP (**Appendix B**) and Project Schedule (**Appendix C**). Our revised plan near the new Waterfront Drive bridge and exit ramp keeps both Taunton Avenue and Veterans Memorial open during construction, eliminating the long-term closure of Taunton Avenue On-Ramp.

### **Gano Street Off-Ramp** (RFP 6.7.3c.i)

Our schedule is based on utilizing the 49-day closure of the Gano Street off-ramp. This was done in case the existing bridge deck is found to be extremely deteriorated and requires extensive full depth repairs. If the existing bridge deck is found to require only minimal surface restoration, it is probable that the shut down of the Gano Street off-ramp can be reduced or eliminated.

### **Taunton Ave On-Ramp/Vets Memorial Parkway On-Ramp** (RFP 6.7.3c.ii)

Although the RFP allows the shutdown of the Taunton Ave and the Veterans Memorial Parkway On-Ramps for a combined total of 264 days, our Project solution will only require 29 days of closure (28 days for the Taunton Ave On-Ramp, and 1 day for the Veterans Memorial Parkway On-Ramp). Our innovative approach to the phasing in this area allows us to have 235 fewer days of on-ramp closure than what was envisioned in the BTC. Furthermore, we will likely be able to reduce the 29 days of shutdown even more once we are able to complete the final design and confirm existing conditions.

### **Gano Street On-Ramp** (RFP 6.7.3c.iii)

ATC 4 provides a new Gano Street alignment under Washington Bridge which allows our design for a new Gano Street On-Ramp with a straight alignment while providing ample acceleration room. Our solution will construct approximately 85% of the new Gano Street On-Ramp without impacting the existing Gano Street On-Ramp. At that time, we will shutdown the existing Gano Street On-Ramp for 13 days (1 day quicker than allowed in the RFP). This shutdown will allow us to construct the final 15% of the new on-ramp and then open the new ramp to traffic. Our temporary traffic management plans will allow for ample public notification of the temporary closure as well as a clear detour routes and signage.

### **4.3d Schedule Compliance**

(RFP 6.7.3d)

Barletta-Aetna acknowledge the requirements of Mandatory Specification 937.1000 and as indicated above, all of our proposed closures are time less than allowed in the RFP. Our team will utilize any/all means available to make sure the ramp closures are minimized to the greatest extent practical.

## **4.4 Environmental Controls and Approvals** (RFP 6.7.4)

VHB has longstanding experience with the Washington Bridge, having prepared permit applications for previous rehabilitations of Bridge No. 700 and applications for the replacement of Bridge No. 200. During 2019 and 2020, VHB prepared and filed permit applications and consulted with state and federal agencies and successfully secured permits for the Henderson Bridge No. 600 reconstruction. Bridge No. 600 is similarly situated to Bridge No. 700 spanning the Seekonk River between Providence and East Providence.

Based on this experience, VHB is uniquely positioned with in-depth, timely experience with the range of permits, consultations, and RIDEM compliance that Bridge No. 700 will require.

### **Environmental Permitting Approach**

VHB has evaluated the project components to develop a permitting strategy to expedite construction of the project. The project has three major phases:

- » Waterfront Drive Off-Ramp Construction from I-195 westbound in East Providence



- » Washington Bridge No. 700 and Gano Street Off-Ramp bridge superstructure work in Providence and East Providence
- » Washington Bridge No. 700 widening and Gano Street On-Ramp construction in Providence

Based upon an assessment of the project scope, VHB believes that these three components have “independent utility,” meaning that each component is usable and is a reasonable expenditure even if no additional transportation improvements in the area are made.

The Waterfront Drive Off-Ramp, including a new bridge supporting the Taunton Ave/Veterans Memorial Parkway On-Ramps, falls

outside of the CRMC 200-foot Contiguous Area. Based on its independent utility and location outside of CRMC jurisdiction, VHB believes that this project component may proceed without CRMC approval. Based upon anticipated soil disturbance, this portion of the project will likely need a Rhode Island Pollutant Discharge Elimination System authorization from the Rhode Island Department of Environmental Management. VHB believes that this approach is supported by precedent established during the reconstruction of Taunton Avenue Bridge in 2003 and Warren Avenue Bridge in 2012. CRMC had issued a Category B Assent for the reconstruction of Bridge No. 200 but declined to regulate the related Taunton Avenue and

## **Maximize Value: Henderson Bridge Permitting Agency Coordination**

As RIDOT’s designer for the Henderson Bridge, there are many lessons learned from the permitting that our Team will leverage for our approach to the Washington Bridge, such as:

**Early coordination with permitting agencies**—Starting with agencies that need to provide approvals as part of other applications

**USCG & USACE Section 408**—Coordinate with USCG & USACE Section 408 early for aspects of the project that will require in-water work and work within/near the federal navigational channel.

**Avoid Changes to the Navigational Clearance**—If no changes are necessary, the project does not need an Individual Bridge Permit. Our design requires no changes.

**Water Quality Control (WQC) Application**—Submit the WQC application to RIDEM as soon as possible. This approval is needed for the other federal approvals (USCG, USACE). For the Henderson Bridge, VHB prioritized submission of the USCG & Section 408 because we anticipated this process to take longest and because the design of the bridge advanced more quickly than the highway design. However, these federal agencies will not issue their permits without WQC in the case of USACE Section 408, and in the case of USCG they will also need the permits from CRMC and USACE Section 10 & 404.

**CRMC**—Early coordination with CRMC for the Category B Assent application and with RIDEM for the WQC/Section 401 approval. CRMC/RIDEM/USACE coordinate their reviews so it’s beneficial to have them all in the same room for a pre-application meeting. If any wetland mitigation is required, it would be helpful to get CRMC’s review/feedback before submitting the application.

**Follow Up with Agencies Early and Often**—So many different permit applications were filed for Henderson Bridge that VHB reached out weekly to keep in touch with reviewers to understand the application status and know whether additional information was needed.

**FHWA**—Keep FHWA in the loop with all of the permitting steps and progress..

Warren Avenue Bridges because the bridges were located outside the Contiguous Area. This project phase does not trigger any federal permit applications.

Washington Bridge No. 700 and Gano Street Off-Ramp bridge superstructure work includes five major phases to perform deck, joint, and beam repairs one lane at a time working south to north (left lanes to right lanes). This work falls within CRMC's jurisdiction and based upon the scope addressing repairs to existing infrastructure, VHB believes that the work may be reviewed and approved by CRMC as a Maintenance Assent. Since no in-water work is proposed, this project phase does not trigger any federal permit applications.

We will coordinate with RIHPHC on an appropriate setting to relocate the existing pylon at the end of the Washington Bridge. The pylon will be moved to either just outside the new Gano Street On-Ramp bridge as shown in the BTC or, if acceptable, to near the bikeway, providing better viewing of the historic plaque.

The third phase is the Washington Bridge No. 700 widening and Gano Street On-Ramp construction. Since this project phase involves construction of new facilities within CRMC jurisdiction and is likely to involve in-water work at pier 4, VHB anticipates that CRMC will regulate this phase under a Category B Assent review requiring a public hearing and lengthy review time frame, approximately 9–12 months. This work will likely trigger lengthier reviews by the federal agencies, including USCG, USFWS, NOAA NMFS and USACE, and a Water Quality Certification and RIPDES Authorization from RIDEM.

VHB recommends that this permitting approach be confirmed with CRMC during a preapplication meeting, outlining the three separate actions happening on this project.

## Environmental Compliance

*(RFP 6.7.4a)*

VHB has performed a preliminary desktop review using RIDOT's Project Definition & Scoping Document template to confirm relevant environmental permitting and historic and cultural resources and has reviewed listings of RIDEM-regulated properties with known or suspected oil & hazardous materials (OHM) within or adjacent to the Washington Bridge project area. Based on these reviews, we anticipate the following permit applications, consultations, and requirements:

- » NEPA—RIDOT is preparing a CE
- » NHPA Section 106 Documentation Report
- » USDOT Section 4(f) Evaluation
- » USFWS Section 7 Consultation—RIDOT has completed
- » NOAA Marine Fisheries Consultation
- » NOAA Essential Fish Habitat Consultation
- » US Coast Guard Individual Bridge Permit
- » U.S. Army Corps of Engineers Section 404, Section 10 and Section 408 Authorizations
- » CRMC Category B Assent
- » RIDEM Water Quality Certification
- » RIDEM RIPDES Authorization for General Construction
- » RIDEM RIPDES Remedial General Permit Associated with Dewatering (or equivalent groundwater management/disposal option)
- » RIDEM Natural Heritage Program—RIDOT has completed
- » RIDEM OLR—Site Investigations, regulatory approvals, compliance monitoring, and closure reporting
- » RIHPHC Consultation

As appropriate, VHB will develop application and consultation materials for these agencies. Our recent experience on the Henderson Bridge, Pell Bridge, Viaduct, and 2-mile Corner projects will facilitate streamlining of the various approval processes.

## Erosion, Dust, and Noise Control Measures *(RFP 6.7.4b)*

The Rhode Island Stormwater Design and Installation Standards Manual requires that projects develop and implement a Soil Erosion and Sediment Control Plan (SESC; Large Site SWPPP). The SESC describes erosion control BMPs to be used during construction.

During construction, dust controls will include applications of water or calcium chloride as allowed. Weekly inspections will be conducted to observe site conditions, including temporary and permanent erosion control BMPs and make recommendations for corrective actions, if warranted. The inspector will also make recommendations for dust control if fugitive dust is observed. Similar dust control requirements and periodic compliance monitoring relative to OHM may be required by the RIDEM Office of LR&SMM. The project will comply with the latest version of RIDOT's Noise Abatement Policy (TAC 0280). Noise-control measures may include compliance with time of day provisions of municipal ordinances, notification of abutters regarding planned construction activities, etc. as described in the policy.

## Permanent Erosion and Sediment Control Measure *(RFP 6.7.4c)*

It is anticipated that much of the project area will be paved or otherwise completed with an impervious cover at the end of construction. Disturbed areas outside the paved limits will be landscaped in accordance with project plans or treated with grass seed and mulch or suitable hydroseed mixture, including tackifier, to promote the establishment of permanent vegetative cover. Inspections required under the SESC Plan will continue until permanent cover is established.

## Pollution Sources and Reduction Measures *(RFP 6.7.4d)*

Potential sources of pollution may include debris, cement wash water, chemicals used in constructing, cleaning, or removing project components, and vehicle emissions, etc. The project SESC plan will include provisions for the appropriate storage, handling, and disposal of pollutants maintained on the project site. Construction vehicles and transport vehicles will be maintained in good condition to minimize releases of fuel, oil, and/or hydraulic fluids. Vehicle refueling will occur in designated areas, away from sensitive natural resources.

## Potential Subsurface Contamination Discovery and Mitigation *(RFP 6.7.4e)*

VHB will review the RIDEM Office of LR&SMM records for regulated sites within or close to the Project Area. As referenced in the RFP, there are multiple regulated sites at various stages of compliance and with varying levels of known or suspected contamination in or close to the Project. Attention will be paid to any Environmental Land Use Restrictions (ELURs) and Soil Management Plans (SMPs) such that restrictions and performance standards required by those documents may be observed by project construction activities.

We will complete a supplemented Limited Site Investigation (LSI) to determine the nature and extent of subsurface contamination in areas of intrusive construction activities; where excess soils may be generated to facilitate proper handling, reuse, and/or off-Site disposal; or where dewatering and associated groundwater management is expected. Based on the number of regulated sites and the level of known and suspected contamination within the Project area, we anticipate RIDEM Office of LR&SMM approval

in the form of a Remedial Approval Letter after completion of various compliance steps (e.g., site investigation, public notice for an EPA/RIDEM-defined Environmental Justice Zone, Remedial Action Work Plan, etc.).

Applied Bio-Systems, Inc. will conduct site monitoring environmental professional during intrusive site activities, final disposition of excess soils, placement of certified clean fill material, and final capping (if jurisdictional soils are left in place) and prepare summary and closure reports as required to achieve a RIDEM Letter of Compliance.

Based upon the file reviews, we strongly recommend conducting a supplemental environmental investigation to further characterize conditions within the project vicinity. VHB will prepare a LSI work plan addressing the following requirements from Section 4.6.2 of the RFP:

- » DB Entity's plan and schedule for characterization of all areas of the Site and Project activities where CM may reasonably be expected to be encountered
- » Sampling and Analysis Plan describing sampling locations and methods; media to be sampled; laboratory analyses, methods and quantification limits
- » Investigation schedule
- » Site security measures
- » Location and layout of work zones, storage areas, and decontamination areas
- » Management of investigation derived waste (IDW) in accordance with the RIDEM IDW policy
- » QA/QC Plan procedures

Based upon the findings of the LSI, VHB will prepare a Contaminated Media Management Plan (CMMP) as directed in the RFP. The CMMP will emphasize the reuse of CM encountered on the project site and will minimize offsite disposal. VHB anticipates that the management hierarchy for CM will be the same or similar to what RIDOT implemented for the I-195 relocations project and subsequent projects, such as the Providence Viaduct No. 578.

If previously unknown contamination is identified during construction, VHB scientists will notify RIDOT, RIDEM, and other agencies, if any, as required by law. VHB anticipates that contaminated material would be left in place, contained in drums, or segregated on-site and secured by plastic sheeting until characterization can be performed and the material reused, or an appropriate disposal facility identified. Copies of waste manifests and other documentation (as needed) will be submitted to RIDOT for submission to RIDEM as part of the approval remedial action or in accordance with a Short Term Response Action.

## **Coordination with Construction Staging and Toll Gantry Installation** *(RFP 6.7.4f)*

Please Section *Coordination of Construction Staging and Toll Gantry Installation Project* (RFP 6.7.1e) on page 50.

## 4.5 Innovation

(RFP 6.7.5)

The following drivers underpin our Team's approach to innovative and alternative methods to design and build the Washington Bridge:

- » Minimize and eliminate utility relocations where possible to avoid third-party delays and minimize RIDOT's utility Force Account costs
- » Evaluate roadway geometry and final traffic pattern improvements
- » Evaluate bridge alternatives that meet project functional needs and service life goals but reduce RIDOT's future bridge maintenance obligation
- » Streamline traffic staging and evaluate ways to mitigate traffic impacts
- » Use ABC methods where beneficial to the project
- » Consider the adjacent communities, stakeholder, and users in evaluating alternatives

These drivers were pivotal in our internal process of evaluating modifications and innovations to enhance the BTC.

### Alternative and Innovative Construction Methods

(RFP 6.7.5a, b, c)

As shown in **Figure 4-24**, our Team has developed and incorporated several innovative ideas and enhancements into the design and planned construction methods for RIDOT's benefit. These ideas were developed after carefully considering the challenges inherent in the Project and taking into consideration the key points that our Team identified early on.

### **Proposal Video**

The Barletta/Aetna Team has developed a summary video of our Technical Proposal featuring highlights of our relevant experience and technical approach to the project.

The video file is included in our Technical Proposal CD or



**Watch online:**

<https://vimeo.com/vhbnw/i-195-washington-bridge>



**Figure 4-24: Innovative and Alternative Approaches**

Innovative and Alternative Approach		Value to RIDOT
		 <i>Minimize Risk</i>  <i>Minimize Impact</i>  <i>Maximize Value</i>
<b>Waterfront Drive Area Innovations, East Providence</b>		
<b>ATC 1</b>	<b>Modified temporary on-ramp to keep Taunton Avenue open during construction to avoid detouring traffic, causing backups in front of East Providence City Hall</b>	
» Our design eliminates long-term closure of the Taunton Avenue On-Ramp. We propose to construct a realigned temporary ramp to avoid the closure, which would have detoured a substantial volume of traffic into East Providence downtown and City Hall area. » Our approach to the ramp merge reverses the BTC controls, keeping Taunton Avenue free flowing and having Veterans Memorial Parkway operate under yield conditions.		
<b>ATC 2</b>	<b>Avoided Valley Street gas, telephone, sewer, and water utility relocation by adjusting ramp and Waterfront Drive profiles</b>	  
» We raised the Waterfront Drive Off-Ramp, Ramp DR-2/M, and Waterfront Drive roadway profile to eliminate utility relocations on Valley Street and minimize utility pole relocations. » We reviewed this approach with National Grid and Verizon and against historic record as-built plans showing the original East Providence roadway configurations. During the design phase, we will coordinate with these utility owners, the East Providence DPW, and NBC.		
<b>ATC 3</b>	<b>Construct new bridge in a single phase with a minimized footprint to reduce RIDOT's long-term maintenance costs</b>	 
» We reduced the structural footprint of the new bridge superstructure, eliminating a beam line and deck overbuild. » We will use MSE-supported stub abutments to incorporate ABC construction methods and decrease the exposed wall surface area by approximately 50%. These improvements will reduce long-term maintenance costs.		
<b>Washington Bridge 700 Structural Innovations</b>		
<b>ATC 8</b>	<b>Eliminate fracture-critical tie-down</b>	 
» Our design eliminates the fracture-critical tie-down on the east side of Pier 4 by reconfiguring the superstructure and providing a new column support within Span 1 to reduce RIDOT's long-term inspection costs.		
<b>ATC 8</b>	<b>Modified Spans 1-4 to eliminate supplementing pier piles</b>	  
» Our design modifies the bridge widening to provide a constant 68 foot width in Spans 1–4, maintaining the existing expansion joint alignment while lightening the load to the existing foundations. This eliminates the need to supplement pier piles, reducing impacts to the Seekonk River.		
<b>ATC 8</b>	<b>Minimized impacts while constructing new pier bridge foundation by using high-capacity drilled micropiles</b>	  
» Install high-capacity drilled micropiles in lieu of H-Piles to avoid the conflict of the overhead bridge during deep foundation activities. Additionally, this drilling method will minimize vibrations and noise.		
<b>ATC 9</b>	<b>Provide Link Slabs at Fixed Joint</b>	 
» Install link slabs at fixed joints to maximize joint elimination on the existing Washington Bridge, providing Emseal bridge expansion joint system to provide a 25-year service life.		

<h2>Innovative and Alternative Approach</h2>	<h3>Value to RIDOT</h3> <ul style="list-style-type: none"> <li> Minimize Risk</li> <li> Minimize Impact</li> <li> Maximize Value</li> </ul>
<b>Gano Street Area Innovations, Providence</b>	
<p><b>ATC 4</b> <b>Reconfigured the new Gano Street On-Ramp to I-195 WB</b></p> <ul style="list-style-type: none"> <li>» We coordinated with NBC, National Grid Gas and Electric, and Verizon to provide a revised Gano Street and On-Ramp alignment and bridge location that balances utility relocation with a modified bridge structure that minimizes RIDOT's initial and long-term infrastructure costs.</li> <li>» Provided a safer pedestrian and bikeway crossing and realigned bikeway along the Seekonk River that eliminates the bikeway crossing of the new Gano On-Ramp.</li> <li>» Our design permanently realigns the bike path, incorporating landscaping improvement and stormwater BMPs.</li> </ul>	
<p><b>ATC 4</b> <b>Improved traffic operations on Gano Street</b></p> <ul style="list-style-type: none"> <li>» Our design maintains the Gano Street Off-Ramp intersection by providing the heavier southbound traffic with a right-turn onto the on-ramp</li> <li>» Retained Gano Street Off-Ramp intersection geometry to eliminate overhead utility impacts</li> <li>» We further reduce initial costs by maintaining the existing traffic signal, and retrofitting it to provide new pedestrian accommodations.</li> </ul>	
<b>Traffic Innovations</b>	
<p><b>Added Innovation</b> <b>Mitigate traffic friction points with a regional model</b></p> <ul style="list-style-type: none"> <li>» We developed a regional traffic simulation model to quantify delays and queues to make real-time adjustments to better respond to impacts from adjacent construction projects and ongoing traffic volume fluctuations due to COVID-19.</li> <li>» The model will help synchronize traffic flow and detours for the Washington Bridge project with the other "Big Three" projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge.</li> </ul>	
<p><b>ATC 1</b> <b>Revised detours to better coincide with Henderson Bridge staging</b></p> <ul style="list-style-type: none"> <li>» We have inventoried all the signalized intersections along the key detour corridors to further improve coordination between the two projects capitalizing on seamless coordination with Barletta leading the Henderson Bridge rehabilitation.</li> <li>» This will also allow our Team to proactively conduct capacity analysis to determine if potential capacity issues exist and to see if there are opportunities for coordination to improve operations over existing conditions.</li> </ul>	
<p><b>ATC 1</b> <b>Added highway capacity during construction</b></p> <ul style="list-style-type: none"> <li>» Our design advances restriping early to add fourth travel lane between Broadway and Waterfront Drive along I-195 WB to add capacity and minimize delay/queue in the morning peak period.</li> </ul>	
<p><b>ATC 1</b> <b>Streamlined Staging</b></p> <ul style="list-style-type: none"> <li>» Our alternative staging allows construction to begin in a sequential manner that provides adequate CRMC permit review time to minimize risk of third-party delays.</li> <li>» Our staging allows for shifted lanes to return to existing locations in advance of the new toll gantry in our final 4 construction phases, minimizing third-party delays and RIDOT costs to the tolling vendor.</li> <li>» Provide the new Waterfront Drive Exit earlier in the project to provide continuous access to the East Side of Providence via Henderson Bridge when the Gano Street Ramp needs to be closed</li> </ul>	

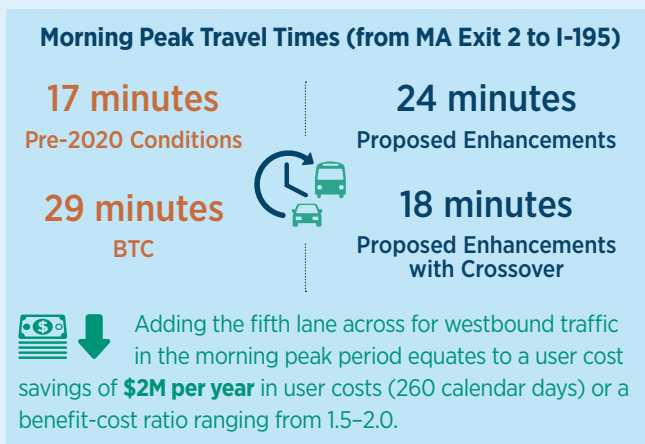
# Potential Value Added Alternative

Our team is always looking for opportunities to provide added value to RIDOT. See below for a potential Value Added Alternative that could be considered, if selected.

## 1. Alternative Morning Peak Hour Congestion Mitigation Plan

Our team fully realizes the importance of maintaining capacity and minimizing disruptions and travel times to the traveling public is a significant component of the project. The BTC results in longer delays and queues than existing conditions due to limited capacity on the Washington Bridge. Our modifications to I-195 West staging result in slightly less travel time of 24 minutes through the study area due to limited improvements that can be made on Washington Bridge. While not included in our price proposal, our team has developed a mitigation plan to further decrease travel times, queues, and road user delay costs to be **comparable to existing conditions**.

This construction approach generally follows the BTC on Washington Bridge. To mitigate queues and minimize travel times in the morning peak period, we would propose a movable median barrier on Washington Bridge No. 200 to allow for a temporary contraflow lane for westbound traffic on the morning peak period only. The westbound queues and travel times are reduced by approximately 11 minutes, while the delay for eastbound traffic, due to the reduction in one lane, is 2 minutes. Due to the reverse commuter peak in the afternoon, a lane reduction on I-195 eastbound isn't feasible, therefore the movable barrier will be shifted to the shoulder, allowing for eastbound traffic to use five lanes. [VISSIM files for the morning peak period](#) are included in [Appendix F—Traffic Analysis Files](#).





DESIGN-BUILD SERVICES FOR  
BRIDGE GROUP 57T-10

# I-195

## WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

# 5 Proposal Preliminary Project Schedule





# 5 Proposal Preliminary Project Schedule

The Barletta/Aetna Bridge Team prepared a preliminary project schedule made up of more than 3,250 activities that exceeds the RFP requirements. The schedule was developed with an understanding of the Project needs, constraints, and requirements. This included extensive input from key project staff, designers, subcontractors, and other experienced construction specialists. Additional input was received from impacted utilities. [The full schedule and example summary reports are provided in Appendix C—Proposal Preliminary Project Schedule.](#)

## Schedule Highlights

Schedule highlights include:

- » Construction of a combined temporary Ramp M & Ramp DR to eliminate the prolonged closure of existing Ramp M during the construction of the new Waterfront Drive Off-Ramp

- » Grading revisions at the new Waterfront Drive Off-Ramp to avoid significant existing utility relocations within Valley Street
- » Reversal I-195 traffic control staging to allow bridge restoration to begin earlier during the Project Design period for the widening of the Washington Bridge

Our resequencing of work prioritized minimizing impacts to the public over schedule savings and has shifted items of work earlier in the schedule. While some of our innovations will reduce the time to complete portions of the work, the Project is still driven by the sequential nature of the work.

A summary of Project Milestones is provided in **Figure 5-1**. As shown, plural milestones are met. Also shown are other major accomplishments which are met within reasonable time frames.

**Figure 5-1: Project Milestones Summary**

Project Milestones	Start Date
Apparent Best Value Determination (July 16, 2021)	July 16, 2021
Tentative Contract Award Date (July 23, 2021)	July 23, 2021
Contract Milestones	Contract Date
Notice to Proceed Date (August 20, 2021)	August 20, 2021
Final Stage Completed/Substantial Completion (November 15, 2025)	November 14, 2025
Final Completion of All Work	June 15, 2026

Ramp Restriction/Closure Durations	Start Date	Finish Date
Veterans Memorial Parkway On-Ramp Closure (Ramp DR)	May 7, 2022	May 8, 2022
Taunton Avenue On-Ramp Closure (Ramp M) (264 Days Maximum; 28 Days Planned)	May 8, 2022	June 5, 2022
Gano Street Off-Ramp Deck Repair Closure (Phase 3) (49 Days Maximum)	June 26, 2024	August 12, 2024
Gano Street On-Ramp Highway Tie-In Closure (14 Days Maximum; 13 Days Planned)	November 7, 2024	November 19, 2024
Design Progress Milestones	Start Date	Finish Date
Early Start/Release Design	September 7, 2021	April 12, 2022
30% Design	November 1, 2021	July 3, 2023
90% Design	April 12, 2022	November 1, 2023
Final Design	August 3, 2022	March 5, 2024
Staging Progress Milestones	Start Date	Finish Date
Pre-Construction Activities	August 20, 2021	November 21, 2021
Stage A Construction—Gano Street Off-Ramp Impact Attenuator Re-Alignment	September 20, 2021	October 4, 2021
Stage 1 Construction—High Speed/Median Lane	November 22, 2021	May 31, 2022
Stage 2 Construction—Lane 3 Travel Lane	June 6, 2022	December 11, 2022
Stage 3 Construction—Lane 2 Travel Lane	December 19, 2022	October 30, 2023
Stage 4 Construction—Shoulder/Exit Lane	November 6, 2023	December 2, 2024
Stage 4A Construction—Gano Street Off-Ramp	November 8, 2023	August 12, 2024
Gano Street Off-Ramp West Shoulder/Barrier Lane Restriction (Phase 1)	November 8, 2023	May 12, 2024
Gano Street Off-Ramp East Shoulder/Barrier Lane Restriction (Phase 2)	May 16, 2024	June 24, 2024
Stage 5 Construction—Lane 1 Travel Lane	December 9, 2024	September 5, 2025
Stage Final—Final Paving & Line Striping	September 8, 2025	November 14, 2025

DESIGN-BUILD SERVICES FOR  
BRIDGE GROUP 57T-10

# I-195

## WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI



# Management Overview





# Management Overview

The key to successfully deliver a multifaceted design-build (DB) is exceptional project management. The Barletta/Aetna Bridge Team's combined experience and resources provides us with the necessary skills to effectively manage this project:

- » Extensive local DB experience—**35+ DB projects** collectively throughout New England
- » Partnered on projects of similar nature—Working together to deliver **Route 6/10 Interchange DB project**, previously teamed on **Route 79/I-195 Interchange and Braga Bridge DB Project**
- » Local knowledge and historical context—**14+ projects on Washington Bridge and project site**
- » Understanding of RIDOT requirements, goals, and objectives—**30+ years working with RIDOT**
- » Deep bench of skilled professionals—**200+ construction and 300+ design resources** to draw upon
- » Traffic simulation modeling knowledge—**Developed a regional traffic simulation model** that has been calibrated to include the adjacent projects
- » Working relationships with local utility companies—Already **conducted outreach with National Grid, Verizon, and NBC**
- » Complete availability and dedication to this project—**Timing aligns perfectly with other projects that are nearing completion**

Quite simply, **this is the Team that RIDOT can trust to deliver a quality project on-time.**



## Maximize Value: Successfully Managing DB Projects

Our project leadership team understands the opportunities and challenges of DB projects. Our success is based on collaboration among the designer, contractor, RIDOT, and project stakeholders, while maintaining a consistently responsive and flexible team.



**Design-Build Project Manager Paul Coogan** brings 40+ years of

experience and understands all aspects of DB projects. He was an integral part of the success of NHDOT's Memorial Bridge Replacement DB. As Project Manager for the Henderson Bridge Reconstruction project, Paul brings invaluable insight to collaborating with VHB and RIDOT.



**Design Manager Joe Wanat, PE, PTOE, ENV SP**, knows RIDOT's

standards and priorities. His proven experience includes serving as VHB Project Manager on the Route 6/10 Interchange DB, and Advisor for the Henderson Bridge Reconstruction and for the Providence Viaduct NB Interchange DB, Owner's Representative Services.



**Construction Manager Dennis Ferreira** has built

a rapport with Aetna Bridge and VHB through his role as Construction Manager for RIDOT's Route 6/10 Interchange DB and MassDOT's Route 79/I-195 Interchange and Braga Bridge DB projects.

## 6.1 Administration and Coordination *(RFP 6.9.1)*

### Coordination with RIDOT

We are committed to an open and collaborative relationship that supports Team integration with RIDOT representatives. Our management team will meet with RIDOT representatives regularly and provide you with the same details—activity reports, biweekly look-ahead, material deliveries, and procurement activities—that we will provide to our own Team members. We are confident that these team meetings and materials will give RIDOT a complete understanding of our design intent, construction activities, and sequences of work to allow for ease of coordination with all parties. These meetings will provide a forum to discuss and resolve production, fabrication, placement, and Quality Control (QC) procedures before work begins on any applicable work item.

Our Team management structure is straightforward, with clearly defined lines of communication and responsibility. **Design Manager Joe Wanat, PE, PTOE, ENV SP**, along with **Deputy Design Manager Jeff Klein, PE, ASSOC. DBIA**, and VHB engineers, will review and discuss design plans with RIDOT staff and address any questions or concerns that might impact construction. **Design-Build Project Manager Paul Coogan** and **Construction Manager Dennis Ferreira** will coordinate with RIDOT's Resident Engineer to allow for timely inspection and acceptance of the work.

### Managing Approvals

Paul Coogan and Dennis Ferreira will each leverage their four decades of experience leading teams and field activities on similar projects to integrate the design and construction team members into one single organization.

### Progress Updates & Meetings



We will provide progress updates and status reports through a series of recurring meetings and check-ins:

- » **Full Team Coordination Meetings:** Held biweekly either in-person or through video conferencing. The agenda is set in advance and shared with the Team. The meetings are structured, but also collaborative. Minutes with key actions are distributed within 24 hours of the meeting.
- » **Structural, Civil/Highway, Traffic, Environmental Discipline Lead Meetings:** Occurring weekly, these meetings serve as an opportunity for each discipline lead to report on status and identify issues or challenges with current assignments.
- » **Schedule Review and Update:** Biweekly meetings to review schedule status and identify designs and approvals that are critical to drive the project. This allows the design team to prioritize its efforts to support construction and procurement of materials.
- » **Constructability Reviews:** All design packages will undergo constructability reviews. The construction team will document comments and route them to the full design team.
- » **Independent Design Reviews:** Design packages will undergo an independent design review from another member of our design team not involved with the design.
- » **Shared Document Control System:** SharePoint will be the primary means of exchanging design information between design and construction teams, and design plans will be posted, along with email notifications.
- » **Bluebeam:** Use as a QA/QC tool to document design reviews.

Our Team  
is located  
less than

**10 minutes**  
from RIDOT



making it easy for us to meet with you on a moment's notice when time-sensitive issues arise.

The design team, led by Joe Wanat, will manage submittals by following our Quality Management Plan (QMP), providing RIDOT quality deliverables at each submission for review. The QMP includes electronic document management processes that have proven successful to our Team on such projects as the Route 6/10 Interchange Reconstruction, using Bluebeam electronic reviews for comments by RIDOT and responses by the DB Team. **VHB team members have recently shared best practices on Bluebeam QC protocols with RIDOT to assist with a standard protocol for all RIDOT projects.**

The design team will create, sign, and deliver plan submittals in accordance with RIDOT's Design Policy Memo–DPM 450.02. The submissions will be complete and contain enough information so that review can be completed on a timely basis. All submittals will be in accordance with our Team's design QMP, as reviewed and approved by RIDOT.

## Issue Prevention and Resolution

Our Team will conduct biweekly coordination meetings with RIDOT and other stakeholders, as determined by RIDOT, to address and resolve any potential issues and provide progress updates. We will submit meeting notes with due-outs to RIDOT for approval. Any issues with obtaining approvals will be addressed by Paul and Joe, and all attempts will be made to resolve these issues within 24 hours. We will prepare, provide, and conduct briefings or meetings with interested groups and businesses in the area, as necessary, to keep the stakeholders aware of the status of the project. The Team will hold briefings with the community, as coordinated with RIDOT, and will address traffic management for upcoming construction activities to eliminate potential issues.

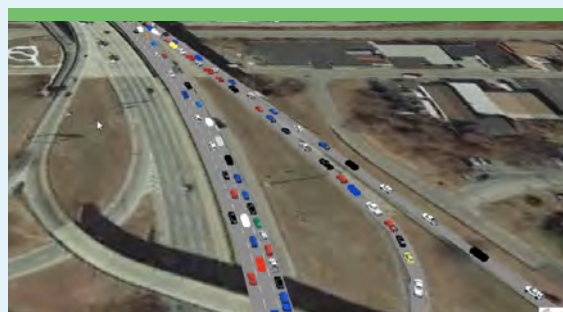
## External Coordination

### Adjacent Projects

We are ideally suited to coordinate construction work for this project with neighboring projects through our role on the Route 6/10 Interchange. Traffic management is one of the most critical components driving this project's success. **We know the area better than any other team, and are well-positioned to coordinate with other projects in terms of safety, detours, and lane closures to reduce impacts to the traveling public.**

From our experience and involvement, we know the key projects in the area that will require coordination, such as the Tolling DB, Henderson Bridge, Providence Viaduct NB, drainage projects, pedestrian/bike route projects. Coordination with the RhodeWorks Tolling project will be easily facilitated through Aetna Bridge, the Construction Contractor for the toll integrator on the project.

### **Minimize Impacts: Traffic Management and Detours**



To minimize impacts to the public, we must synchronize traffic management and detours for the Washington Bridge Project with other ongoing adjacent projects such as the Reconstruction of Henderson Bridge, Replacement of the Providence Viaduct, and Route 6/10 Interchange. VHB has developed a regional traffic simulation model that has been calibrated to include the adjacent projects and their construction phasing plans to mitigate and account for any overlapping detour plans.

For more details regarding our coordination with adjacent projects, please see the [Technical Approach](#) [Section 4.1 Highway/Traffic/Staging](#).

## Public Outreach

**Regina Villa Associates (RVA)**, which is assisting with public outreach efforts for the Route 6/10 Interchange DB, will serve as the primary contact for outreach activities and will establish and execute the appropriate communications program for the Project.

Our approach is based on an open and transparent communication process in which the Rhode Island traveling public will have questions answered quickly. RVA will identify communication protocol for emergency contacts (Police, Fire, Medical, and FEMA), and will develop a communication matrix for providing information and updates to these critical services. This matrix will also include RIDOT and a regularly updated list of key stakeholders—City of Providence, City of East Providence, Coast Guard, FHWA, RIPTA, Providence Bicycle and Pedestrian Advisory Commission (BPAC), Rhode Island Bicycle Coalition, and Brown University (Brown's

Hunter Marston Boathouse is adjacent to the Project and the Brown crew team practices along the waterway).

Our Team will conduct external communications via mass electronic messages to key individuals in federal, state, and local agencies; emergency services; utility companies; and maintenance services to keep them aware of changes to the Project. We will work closely with RIDOT to support:

- » Use of websites and social media to advise of progress, traffic changes, closures, and diversion routes
- » Use of professionally prepared and executed communications plans
- » Regular engagement with Providence/East Providence as appropriate, and local businesses through user groups and forums
- » Regular engagement with police and emergency services in relation to the planning and execution of traffic management measures

## **Minimize Impacts: Navigating Public Meetings During COVID-19—Henderson Bridge Virtual Meeting**

Even during the challenging times of COVID-19, VHB was by your side, helping you pivot to keep projects moving forward. VHB organized a successful virtual public meeting for Henderson Bridge with 300+ attendees.



Henderson Bridge 36

Q and A



**"Senior FHWA staff attended the virtual event last night and had rave reviews about how the meeting went."**

*—FHWA Senior Administrator*

**"Great job yesterday. I found the session very informative and well executed."**

*—Meeting participant*



## 6.2 Risk Management *(RFP 6.9.2)*

### Identification & Mitigation

Project Manager Paul Coogan and Construction Manager Dennis Ferreira will lead our risk management program. Our plan to identify possible risks starts with early and continuous identification of events and factors that could have negative impacts on the Project. As part of the process to manage risk, our Team has created a Preliminary Risk Register, as shown on **Figure 6-1** that identifies and defines key risk areas and includes a risk mitigation response. We will continue to refine and reassess the risks and potential impacts. Our Executive Committee will meet regularly to review the Risk Register, allowing the Team to act rather than react to project risks.

### RIDOT Input in Risk Management

At Project inception, we will solicit input from RIDOT to make sure that we have appropriately identified important risk areas first, and we will continue to identify any risk as we progress. We will keep RIDOT involved and uphold RIDOT's interests for all risk mitigation strategies through our regular meetings.

#### **Minimize Risk: Proactive Planning**

As part of our Team's proactive risk management approach, we have already:

- » Mitigated utilities in East Providence by obtaining historic record as-built plans of the roadway configurations
- » Conducted outreach with National Grid, Verizon, and NBC to validate the utility relocations under our design
- » Obtained communication, structure, and cabinet plans from the tolling project to avoid any potential for disruption in toll collections
- » Collected drone/UAV survey data

## 6.3 Quality *(RFP 6.9.3)*

Our Team has prepared and implemented Quality Control (QC) Systems and Quality Management Plans (QMP) for several DB projects. We will develop, implement, and maintain a QMP specifically for this project that will be kept up-to-date. It will draw from our lessons learned on avoiding communication breakdowns, delivering thorough constructability reviews, interdisciplinary coordination checks, and field checks of existing features and new construction.

The QMP is a critical tool and will be distributed to, reviewed by, and followed by all Team members. It will define:

- » **Organization:** QC roles and responsibilities, contact information, and lines of authority
- » **Procedures:** Design and Construction QC processes for all project team members, including subconsultants and subcontractors
- » **Documentation:** Document management procedures for identifying, organizing, controlling, and storing project documentation

### Quality Control System *(RFP 6.9.3.a)*

#### QC Organization

Our QC Team will function independently from the design and construction production teams, as shown in **Figure 6-2**. **QC Administrator Kris Kretsch, PE, CQA, QAT, ENV SP**, is responsible for the overall implementation of the QC system. He will be assisted by **Design QC Manager Jamie Pisano, PE**, and **Construction QC Manager Bill Kearns**. Kris will report directly to the Executive Committee and Project Manager Paul Coogan.

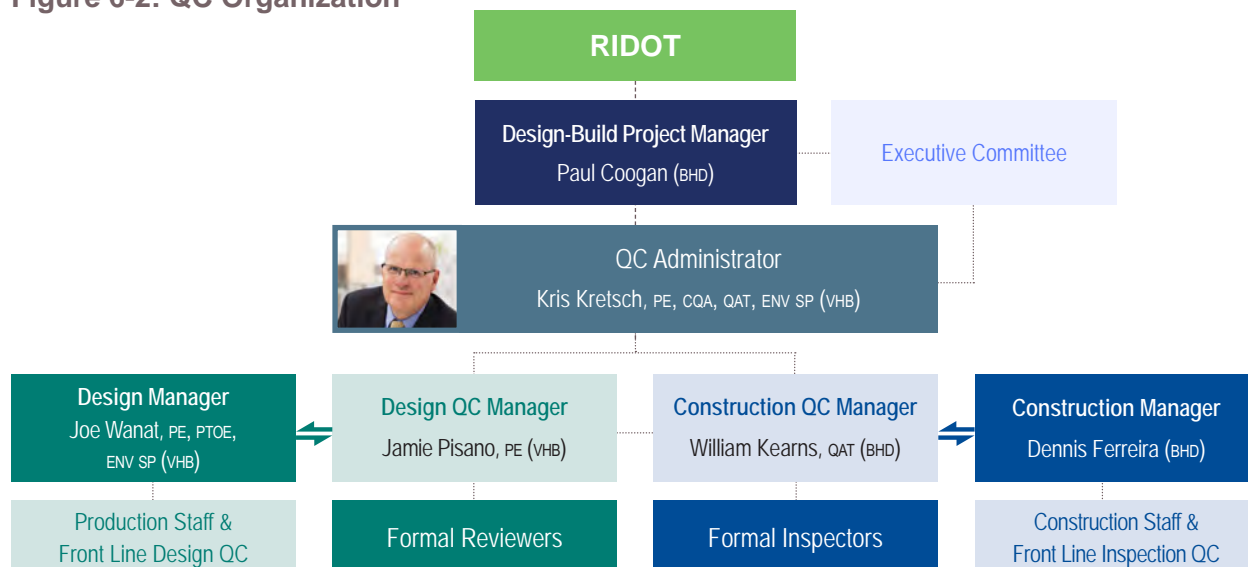
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Figure 6-1: Preliminary Risk Register

Risk Definition				Risk Response		
#	Category/ Risk Owner	Risk Title & Statement	Risk Assumption(s)	Strategy	Type: Scope, Schedule, Budget	Mitigation Approach
1	<p><b>Category:</b> Design/ Construction</p> <p><b>Risk Owner:</b> Barletta/Aetna JV</p>	<p><b>Community Impacts—Traffic</b></p> <p>Construction activities and traffic management will have a substantial impact on the neighboring communities</p> <p>The potential negative impact the project can have if traffic issues are not properly planned for and mitigated</p> <p>Close coordination is needed with adjacent projects</p>	<p>Construction activities and robust traffic management needed to mitigate impact on neighboring communities   Reconstruction of the Washington Bridge will put a strain on roadway operations   Multiple stakeholders will be impacted—pedestrians, bicyclists, residents, and local businesses   Adjacent projects will have detours and construction zones that overlap with the Project</p>	Mitigate	<ul style="list-style-type: none"> <li>» Scope</li> <li>» Schedule</li> <li>» Budget</li> </ul>	<ul style="list-style-type: none"> <li>» Eliminate use of Henderson Bridge as a detour route given construction on the bridge and eliminate overlapping detour routes between the two projects. ATC #1 proposes detour routes that are synchronized with Henderson Bridge detours.</li> <li>» Construction of the new Waterfront Drive off ramp in an earlier stage provides an additional access point to the East Side via the Henderson Bridge while the Gano Street off-ramp detour is in place.</li> <li>» During construction of the Taunton Avenue On-Ramp, ATC #1 proposes to keep it open with the construction of a temporary Taunton Avenue On-Ramp/ Veterans Memorial Parkway On-Ramp, using just a brief closure to adjust and connect grading. This ATC also allows for the new Ramp Bridge over Waterfront Drive to be constructed in a single-phase using U-back return walls.</li> <li>» ATC #1 revises the construction staging to keep the Gano Street ramp open at the beginning of the project to provide continued access to the East Side of Providence via Henderson Bridge.</li> <li>» Establish and maintain a contact database of all concerned individuals, groups, and facilities. Review public comments/questions for feedback and address issues with active traffic monitoring.</li> <li>» Use meetings to connect to stakeholders and the public. Post construction “look ahead” and project updates on RIDOT’s website.</li> <li>» Conduct traffic signal audit along detour routes ahead of construction and optimize signals to handle added traffic demands.</li> <li>» Develop construction sequencing and TMP for major construction elements. Use traffic modeling to verify and illustrate traffic management for bicycle, pedestrian, and vehicular traffic within the limits of work throughout construction.</li> <li>» Monitor conditions with field staff and mounted cameras and provide updated information to the users and community.</li> <li>» Prepare MPT plan that minimizes construction time and number of traffic shifts/phases. Provide daily monitoring of traffic flows during construction with cameras and active timing adjustments by field technicians. Institute a TMP and adjust or revise based on the work in progress.</li> </ul>
2	<p><b>Category:</b> Design/ Construction</p> <p><b>Risk Owner:</b> Barletta/Aetna JV</p>	<p><b>Utilities</b></p> <p>Damage to existing utilities during construction</p> <p>Undocumented utilities or utilities differ from the documented records</p> <p>Relocating utilities will result in periods of service disruptions</p> <p>Utility relocations can impact the schedule as well as trigger permanent/ temporary ROW easements.</p>	<p>Utility companies are consistently busy and not timely in reviews   Utility delays may impact the rest of the construction schedule   Getting input from utility owners to clarify actual scope</p>	Avoid/ Mitigate	<ul style="list-style-type: none"> <li>» Scope</li> <li>» Schedule</li> <li>» Budget</li> </ul>	<ul style="list-style-type: none"> <li>» Team has already identified relocations that can be avoided. ATC #2 includes modifications to Waterfront Drive that avoids utility relocations and also saves RIDOT significant Force Account costs of Valley Street utility relocations beneath the new off-ramp.</li> <li>» At the Gano Street on-ramp, the existing sewer and drainage lines that are located within Gano Street will be left in place to maintain positive gravity flow.</li> <li>» Utility Coordination Manager Brian DeMarco will coordinate with the utility companies to show the proposed scheme and determine where utility relocations can be minimized or eliminated. Our Team is currently coordinating with all the utility companies in this area on other major projects.</li> <li>» Organize a DIG-SAFE program and Contact DIG-SAFE prior to any excavation.</li> <li>» Perform test pits and vacuum excavations to validate the location of existing utilities and determine inconsistent plans.</li> <li>» Mitigate undocumented utilities in East Providence through reviews of historical as-built roadway alignments.</li> <li>» Assume a constraint of zero-inch settlement and zero stress increase (above existing) for all utilities.</li> <li>» Identify utility protection requirements during preparation of demolition and erection plans.</li> <li>» Locate project elements and staging areas away from utilities to the extent possible.</li> <li>» Leverage strong relationships with utility companies and maintain strong communication and coordination throughout design and construction</li> </ul>
3	<p><b>Category:</b> Design/ Construction</p> <p><b>Risk Owner:</b> Barletta/Aetna JV</p>	<p><b>Subsurface Conditions</b></p> <p>Unforeseen conditions are a common risk on construction projects, especially with underground and marine work.</p> <p>Discovery of unanticipated utilities in excavations</p>	<p>Subsurface conditions will present a significant challenge to the design and construction of this project   Assume hazardous soils will occur and have to be mitigated and properly disposed of</p>	Avoid/ Mitigate	<ul style="list-style-type: none"> <li>» Scope</li> <li>» Schedule</li> <li>» Budget</li> </ul>	<ul style="list-style-type: none"> <li>» Proper geotechnical investigations, utility probes, and review of this information to determine the most efficient type of foundations will be critical.</li> <li>» Geotechnical consultant GZA will leverage decades of experience in the Providence area.</li> <li>» Pre-characterize soil as much as practical.</li> <li>» Reuse soil within Project Area wherever possible.</li> <li>» Plan to handle waste for disposal, if necessary and arrange for multiple disposal locations in advance.</li> </ul>
4	<p><b>Category:</b> Procurement</p> <p><b>Risk Owner:</b> Barletta/Aetna JV</p>	<p><b>Material and Equipment Procurement</b></p> <p>Timely fabrication and delivery of materials and equipment are critical to avoiding delays</p>	<p>Supply chain Issues can impact schedule.</p>	Mitigate	<ul style="list-style-type: none"> <li>» Schedule</li> <li>» Budget</li> </ul>	<ul style="list-style-type: none"> <li>» Leverage relationships and set up purchase orders so fabrication timelines are met.</li> <li>» Sequence design activities in the baseline schedule to provide sufficient lead time for fabrication.</li> <li>» Direct coordination with fabricators to streamline shop drawing review process.</li> <li>» Divide production between different suppliers to keep up with field demand.</li> </ul>

Risk Definition				Risk Response		
#	Category/ Risk Owner	Risk Title & Statement	Risk Assumption(s)	Strategy	Type: Scope, Schedule, Budget	Mitigation Approach
5	<b>Category:</b> Design  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Technical Approvals</b>  Can take a long time to achieve due to excessive comments and multi-step closeout requirements	RIDOT inundated with closely spaced submissions	Mitigate	» Schedule » Budget	» Early and regular discussion with RIDOT. Over communication and partnering culture with no surprises. » Submissions schedule agreed upfront. Dedicated “approvals” and “permits” coordinators. » Common details and elements are proposed where possible to streamline the process. Where unusual structure types are proposed, hold over-the-shoulder (OTS) meeting as needed to present reviewers with details and get early feedback to expedite the review process. » Use of repeated elements and design concepts helps expedite the review and approval process. » Submissions to be sequenced to the intended construction schedule. Long-lead items provided with time for review and comment resolution.
6	<b>Category:</b> Environmental  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Permitting</b>  A complete set of environmental commitments and making sure that they are met is an important part of the Project. Misunderstanding and/or violation of environmental regulations risk significant delays	Unidentified environmental conditions may result in changes to identified impacts   Current environmental commitments may be incomplete or misunderstood   Permitting timeline may become a critical path activity, extending the project duration	Avoid/ Mitigate	» Schedule » Budget	» Verify permit requirements and design level predecessors, and sequence design and permitting activities early in the schedule, by leveraging our decades of experience working with RIDEM and other agencies. » Perform construction activities in accordance with permitting requirements by conducting periodic inspections. » Inform field personnel of specific permitting requirements before starting work. Use of dedicated permits coordinator. » Conduct pre-coordination permitting design reviews with utility companies—National Grid, Verizon, and NBC. » Coordinate with Providence’s Bicycle and Pedestrian Advisory Committee to review options for the Gano St. shared-use path detour and final alignment
7	<b>Category:</b> Design/ Fabrication  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Long Lead Items</b>  Significant pre-planning, schedule coordination, and quality control result in constructed elements that are ready on-time and meet quality requirements.	Fabrication lead times must be considered in the procurement and delivery schedule   Fabrication of any large steel plate girder bridges can have potential issues with plate availability and fabrication lead time	Mitigate	» Schedule » Budget	» Design includes independent consultant review of steel and camber design to expedite release of material. » Leverage fabricator relationships so fabrication timelines are met. » Designs have been advanced to use readily available steel plate grades and thickness, available from multiple mills, to provide flexibility in material ordering and delivery. No special material grades or thicknesses are needed. » Direct coordination with fabricators to streamline shop drawing review process. » Produce design and existing conditions drawings utilizing computer modeling to develop accurate dimensions for fabrication and installation.
8	<b>Category:</b> Construction  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Right-of-Way</b>  Access to land outside the limits of existing state-owned land is not guaranteed.  Temporary construction easements and/or permanent easements may be required to complete the Project.	ROW impacts will be avoided, other than the easements/takings shown on the BTC plans	Mitigate	» Scope » Schedule » Budget	» Design to avoid ROW impacts an/or required takings. » Utilize areas of ROW easements/takings as shown on the BTC plans.
9	<b>Category:</b> Design/ Construction  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Long-term Settlement</b>  Long-term Settlement may cause problems for the new and existing structures and roadways	Settlement has been identified as an issue that must be addressed in the design of new structures	Mitigate	» Scope » Schedule » Budget	» Utilize materials to minimize the risks associated with compressible soils. » Use deep foundations, alternative lightweight fills, or ground improvements where needed to avoid loading the compressible fills.
10	<b>Category:</b> Design/ Construction  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Structure Movement/Settlement</b>  Global stability and settlement of proposed embankments and retaining walls located in areas underlain by uncontrolled fill and organic soils	Assume some degree of unknown soil conditions and design must include proper investigations to mitigate settlement of any proposed new structures	Mitigate/ Consider as Project Risk	» Schedule » Budget	» Use foundation structures, which can tolerate less than ideal soil conditions. » Perform additional soil borings to confirm initial borings. » Relocate bridge structures to avoid suspect subsurface conditions. » Coordinate with retaining wall manufacturers to understand requirements for stability while maximizing product durability and lifespan.
11	<b>Category:</b> Construction  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Cold Weather Construction</b>  Performing construction activities in winter will require additional planning and may require additional resources/ construction efforts to mitigate cold weather affects	Winter construction will be required   Construction progress during cold weather will be reduced   Grouting and similar activities required	Mitigate	» Schedule » Budget	» During preparation of the Baseline Schedule, include winter calendars to identify activities not to be performed during winter. » Prepare special provisions that provide clear direction for cold weather-susceptible activities that will be performed.
12	<b>Category:</b> Design/ Construction  <b>Risk Owner:</b> Barletta/Aetna JV	<b>Electronic Document Management</b>  Memorialize all documents and approvals	Approval tracking is needed	Mitigate	» Schedule » Budget	» Provide an experienced Documented Control Specialist for the Electronic Document Management Methodology software system who has worked on other large DB projects. » Provide training for back-up personnel and ensure continuity. » Our Team has successfully used an electronic Document Management system during the preparation of our proposal that will be used going forward, such as SharePoint. » Document Control Specialist will provide initial and ongoing user training to Team members and RIDOT Project staff.

**Figure 6-2: QC Organization**



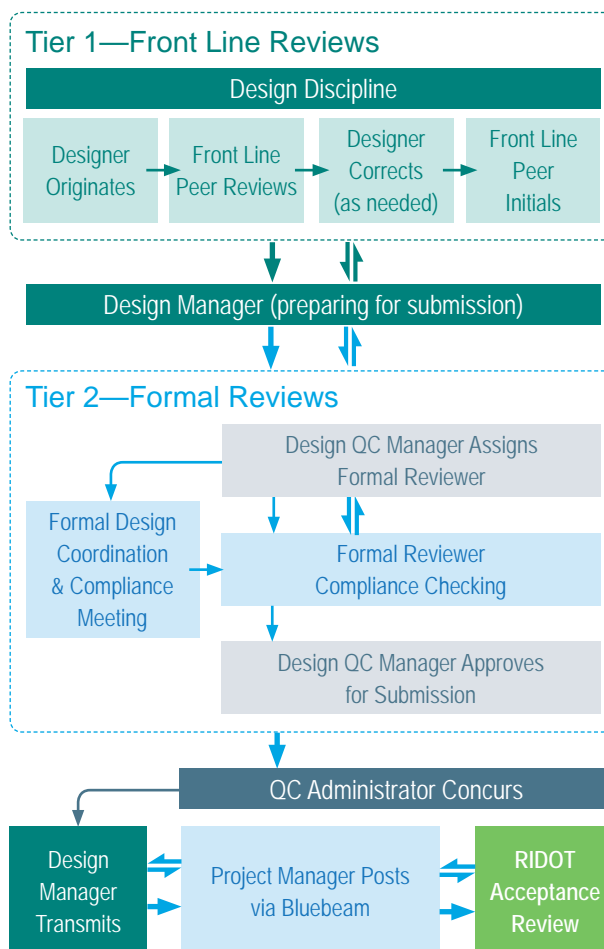
### Design QC Process

The guiding principle of our Design QC process is that it be continuous, initiated at the start of the project. Every design activity performed by a team member or subconsultant must be undertaken with the expectation of complete compliance with RIDOT standards and the project criteria.

Each design team member is responsible for calculations and design document output, and also front line QC. **Figure 6-3** illustrates our two-tiered Design QC process. Tier 1—Front Line Reviews process occurs under the leadership of Design Manager Joe Wanat, Deputy Design Manager Jeff Klein, and their discipline leaders. Front Line Reviews are performed within the design teams, following a cycle of product (drawings, calculations, etc.) origination by a designer; detailed checking by a peer or leader; and a response/incorporation/backchecking process to assure appropriate assimilation of checked work.

Jamie will direct Tier 2—Formal Reviews. When a work package is being readied for submission, Joe and the design team will pull together the checked-work products and post the package for formal technical review. Jamie

**Figure 6-3: Design QC Reviews**



will assign appropriate Formal Reviewers, including senior VHB staff and subject matter experts. Formal Reviewers will review the package and provide written comments to Jamie for resolution and completion of each work package.

VHB will use Bluebeam to produce and document Formal Reviews. Review Comment Resolution (RCR) forms will document that all comments have been reconciled. Once Jamie confirms comments have been addressed, he will report the approved status to Kris, who will then approve submission to RIDOT.

Jamie will track the status of RIDOT Acceptance for each work package, monitoring the RCR forms to verify RIDOT Acceptance before Kris signs off on Release for Construction documents.

During construction, QC team members under Jamie’s direction will review project submittals and shop drawings to verify that the proposed work meets the approved quality plans and contract quality requirements.

Joe will coordinate Requests for Information (RFI) and shop drawings and assign appropriate personnel to the reviews. Our design and construction managers will collaborate to resolve RFIs.

### Construction QC Process

As Construction QC Manager, Bill Kearns will develop a written Construction QMP in accordance with RIDOT requirements. Bill will use the plan from the Route 6/10 Interchange DB as a starting point and incorporate lessons learned to create the final plan.

Our Construction QC process, as shown in **Figure 6-4**, will assure that work performed to fabricate, manufacture, or construct each element of the project complies with specification requirements. Each action requires a process control that includes both Front Line QC by craftspersons and formal QC by foremen and superintendents to observe and measure work and make necessary adjustments to the production and placement work.

**Figure 6-4: Construction QA/QC System Summary**

Construction QA/QC Component	QA/QC Action
<b>Front Line QA/QC</b>	» By laborers and craftspersons
<b>Formal Construction QA/QC</b>	» By foremen, superintendents, QC Manager, and 3rd party testing agencies
<b>Construction QA/QC Plans</b>	» Tailored following successful QA/QC Plans produced by Barletta/Aetna Bridge Team and approved by RIDOT
<b>Inspection Attributes</b>	» Major items identified in the QA/QC plans and per Standard Specs and supplementals
<b>Sampling and Testing Frequencies</b>	» Meet or exceed RIDOT’s schedule for Sampling and Testing of Materials
<b>QA/QC Report Forms and Record Books</b>	» Use Barletta Standard QA/QC Report Forms and Record Books that are continually updated and modify to incorporate lessons learned
<b>Fabricator and Manufacturer QA/QC</b>	» Obtain manuals where possible, and understand procedures before production » On-site inspection at the precast facilities
<b>Produced and Fabricated Materials/ Products</b>	» From RIDOT’s relevant approval list
<b>HMA and Concrete</b>	» Producers will have and maintain approved mix designs » Mass concrete placements: produce trial batches to obtain heat signatures
<b>HMA, Concrete and Earthwork Labs</b>	» Have appropriate NETTCP or AASHTO accreditation



QC measures on Route 6/10 Interchange D/B. Preparation and documentation of concrete strength testing.

Formal QC provides independent checking of produced work or products throughout construction to confirm the quality of materials and workmanship. Under Bill's leadership, Barletta will perform formal QC activities for each major work category. The QC team will be responsible for inspection, sampling, and testing.

During the construction phase, Bill will lead QC meetings with RIDOT and appropriate third parties where they will receive weekly construction schedules, and his team will discuss upcoming work, hold points, notification points, and deliveries. As Construction QC Manager, Bill will:

- » Prepare monthly QC reports
- » Review and approve QC programs of subcontractors and suppliers
- » Monitor inspection and testing plans and schedules, checklists, and checklist logs
- » Compile/review inspection and testing results
- » Log Non-Conformance Reports (NCRs) and track status daily
- » Submit NCRs to RIDOT within 24 hours
- » Meet with construction personnel to review inspection and testing results to identify problems, discuss lessons learned, and determine corrective actions
- » Coordinate with RIDOT personnel, maintain an open and collaborative relationship to allow for timely inspection and acceptance

### ! **Minimize Risk: Route 79/I-195 Interchange DB QA/QC**



As a result of Bill Kearn's commitment to plan reviews, inspections, and quality testing during the project, this \$228M project was completed with no significant quality issues. The QA/QC process started during the design phase and continued with the same key personnel through the construction phase.

- » Placed more than 26,500 cubic yards of concrete
- » Placed more than 46,600 tons of concrete paving
- » MassDOT approval of more than 1,600 material certifications

### **QC Oversight of Subcontractors**

All subcontractors and vendors will be subject to the Construction QMP. Subcontractors are also required to participate in weekly schedule meetings, informing the QC team of upcoming intended deliverables and work. This required step allows the QC team to make sure that appropriate QC personnel are present to check deliverables against submittals, observe the work, and verify compliance at each hold point.

The same requirements for quality system manuals and self-monitoring will be required of each subcontractor on the project. Bill will verify that each subcontractor has the appropriate QC personnel, certified and trained to perform the sampling and testing required by the specifications for their scope of work.

## Records Management Procedures *(RFP 6.9.3.b)*

### Quality Policies and Objectives

Our Team affirms responsibility for construction quality. We will make certain that operational techniques and activities are of superior quality and comply with the Contract Documents.

We are responsible for identifying all materials, equipment, and elements of the work; the individuals and organizations performing any functions under the QMP; and activities affecting the quality of materials, equipment, and elements of the work.

Our primary quality policies/objectives are to:

- » Recognize that a comprehensive QMP is an integral part of design, construction, testing, and commissioning
- » Prioritize quality above schedule and production, matching safety as our highest priority
- » Emphasize the importance of thorough, accurate documentation
- » Empower all employees to ask questions and stop work, when necessary

### SharePoint and Bluebeam

The QMP will define our methodology for exchanging, submitting, controlling, filing, and archiving documents. The Team will use SharePoint for drawings, specifications, memoranda, correspondence, and reports to share electronic files with the Team and RIDOT. Workflows will be established to efficiently track and distribute documents and comments. We will use Bluebeam as our external tool to process submissions and catalog review comments/responses and as the repository for final construction documents and QC records. We will also use Bluebeam as a tool to review submittals and will work with your staff to reconcile comment responses and implement changes.

### ! **Minimize Risk: Bluebeam QC Reviews**



VHB helped pioneer QA/QC reviews using Bluebeam on RIDOT's largest project, the Route 6/10 Interchange Reconstruction, and we have implemented this tool as standard practice on all of our RIDOT projects. Additionally, VHB worked with RIDOT's Division of Project Management to develop a standard design review template and procedure using Bluebeam.

## 6.4 Design & Construction Management *(RFP 6.9.4)*

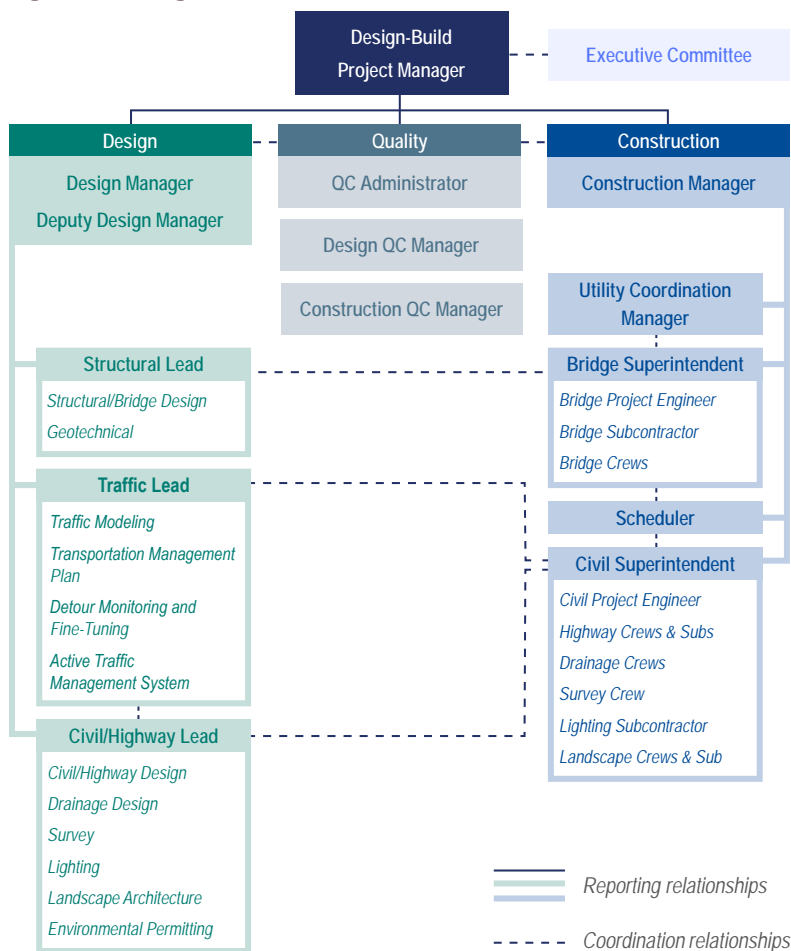
From decades of experience delivering DB projects, we know a high level of integration between design and construction functions yields the best results. DB Project Manager Paul Coogan will work with Design Manager Joe Wanat and Construction Manager Dennis Ferreira to establish early, open communication among DB team members, RIDOT, and project stakeholders, and we will leverage this communication to set expectations for the performance and quality of our work.

### Design and Construction Organization *(RFP 6.9.4.a)*

Communication and coordination between design and construction have been the keys to all our previous DB successes. More than any other team, our demonstrated history of working together to successfully deliver complex DB infrastructure projects



Figure 6-5: Design and Construction Work Flow and Team Coordination



VHB has developed the following approach for effectively managing the design.

### Design Team Structure & Coordination

Design Manager Joe Wanat will lead our design team, bringing nearly 30 years of successful management of complex infrastructure projects, including serving as VHB Project Manager for Route 6/10 Interchange; supporting the community outreach, multimodal planning, and traffic engineering design elements for the Henderson Bridge Reconstruction; and providing technical assistance to RIDOT under VHB's On-Call Traffic Design Consultant contract. Understanding the size, complexity, and aggressive project schedule, we have added Jeff Klein as Deputy Design Manager. Jeff served as Design Manager on RIDOT's Wood River Valley Bridge DB and Louisquisset Pike Bridge DB projects and is currently serving as Owner's Representative for the Providence Viaduct project. While Joe has overall design management responsibility and internal and external VHB coordination, Jeff will take the lead role in the daily operations of the design team and coordinate directly with the discipline leads.

is unmatched. As illustrated in **Figure 6-5**, our approach to integrating design, procurement, and construction fully embraces the intent of DB by integrating both design and construction professionals into an internal QC review process, enhancing communication across multiple disciplines, and taking full advantage of the knowledge and experience of every member of our Team.

### Design Management Approach

A project of this size, complexity, and schedule requires a consistent, proactive approach to planning the work and fostering close coordination among all engineering disciplines—structural, civil, highway, traffic, environmental, and utilities—from the beginning of design through construction. **Through our lessons learned on similar complex projects such as the Henderson Bridge Reconstruction and Providence Viaduct SB Replacement,**

"I'm writing to say thanks for your [Joe Wanat] outstanding professionalism throughout this phase of the 6-10 project. I am beyond impressed by your creative ability and motivation to find a good solution in that complex situation we were all thrown into. The City is lucky to have your leadership. Thank you!"

—Allen Penniman, AICP, City of Providence

A combination of internally and externally focused meetings form the basis of our design coordination approach, keeping team members informed of the design development, changes in project constraints, and schedule status. These meetings will focus on coordination among the various project disciplines, with special emphasis on interface locations and constructability. Throughout the design process, VHB, Barletta, and Aetna Bridge will continuously analyze staging, sequencing, and constructability through formal reviews prior to each design submittal.

### Subconsultant Management

As shown in **Figure 6-6**, VHB's design team is supplemented by seven subconsultants. These firms bring specialized skills and a history of successful collaboration with VHB on previous DB and RIDOT projects. VHB holds its subconsultants to the same high

**Figure 6-6: Design Subconsultant Role**

Design Subconsultant	Role
<b>Commonwealth Engineers and Consultants</b>	Structural engineering support & technical review
<b>GZA GeoEnvironmental, Inc.</b>	Geotechnical services
<b>Creative Environment Corp.</b>	Lighting
<b>Welch Associates Land Surveyors, Inc. (DBE/WBE)</b>	Survey, utilities
<b>Bryant Associates, Inc. (DBE/MBE)</b>	Survey, utilities
<b>Applied Bio-Systems, Inc. (DBE/WBE)</b>	SWPPP monitoring/soil evaluations, wetland delineation
<b>Regina Villa Associates (DBE/WBE)</b>	Public outreach

level of responsiveness, thoroughness, and uncompromising quality that it practices. They will be required to adhere to the requirements of the project QMP. To meet the established 12% DBE goal for this contract, VHB has engaged four Rhode Island certified DBE firms.

We will conduct compliance and consistency checks on subconsultant deliverables before submitting them to RIDOT, and internal deliverable dates to VHB are scheduled in advance to allow sufficient time for these consistency checks.

### Construction Management Approach

Construction planning will be done concurrently with the design process, and we will provide feedback for the designers to consider and incorporate appropriate means and methods into the design. We have selected construction methods that maximize work that can be completed within allowable work windows, balanced with the need to minimize construction impacts.

### Construction Team Structure & Coordination

Barletta and Aetna Bridge have assembled a proven team of our most experienced bridge and highway construction personnel to deliver

#### **! Minimize Risk: Early Construction Coordination to Deliver On Time or Ahead of Schedule**

Our Team has identified long lead-time materials/components, such as the bridge structural vendors. Manufacturers and suppliers are already involved in the Project's planning and estimating process. Extremely close coordination with these suppliers for the delivery of their products is of critical importance; by incorporating these requirements into the Project's schedule, continual oversight of deliveries is maintained and delivered to the jobsite on-time.

this project. **Project Manager Paul Coogan** will focus on communication, coordination, cooperation, and monitoring the project Team. **Construction Manager Dennis Ferreira** will report directly to Paul and assist him in the planning, direction, and control of construction operations. **Construction Superintendent Rick McGinn** will report directly to Dennis and will manage the operations of **Bridge Superintendent Scott Thompson and Civil Superintendent Mike Ferreira** and their teams. Many of our key construction personnel and subcontractors have worked together on previous projects, and that familiarity gives our Team a head start on this Project.

Our construction team is responsible for the safe delivery of a high-quality project, on schedule, that will reshape the Washington Bridge and surrounding area. We will focus on the following priorities:

- » Safety is the number one goal
- » Quality takes priority over production
- » Design and construction are integrated into one Team
- » Meeting the schedule
- » Operate as a trusted advisor, a technical extension of RIDOT
- » Proactive approach to utilities and third party coordination
- » Timely delivery of materials

### Subcontractor Management

We consider subcontractors and vendors to be key partners, selected based on their demonstrated record of proactive collaboration and commitment to meeting project requirements. Our major subcontractors—many that were part of the Route 79/I-195 Interchange and Braga Bridge DB, and the Route 6/10 Interchange DB—have a successful history with Barletta and Aetna Bridge and have demonstrated ability to meet the high standards for safety and quality we expect.

### ! Minimize Risk: RIDOT DB Experience = No Learning Curve



Our Team has a long-standing relationship with RIDOT. We understand your policies and procedures from our experience on numerous highway and bridge projects. Recent, relevant projects have included the Route 6/10 Interchange DB; Route 295 Bridges 736, 737, and 757 Reconstruction DB; Reconstruction of Henderson Bridge; Louisquisset Pike Bridge Replacement DB, and the Rehabilitation of the Wood River Valley Bridge DB. We will be ready to hit the ground running.

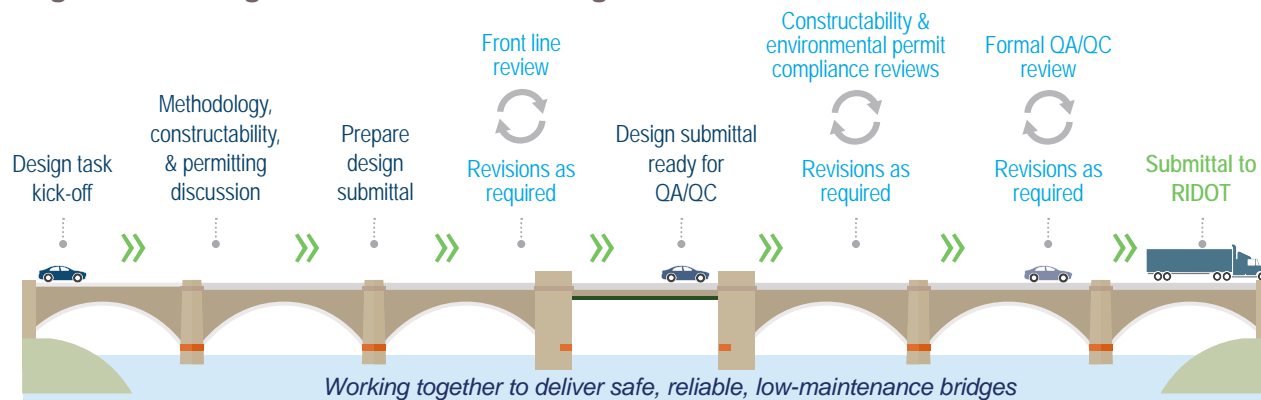
Subcontractors, suppliers, and fabricators are brought in as early as possible during the design process to assist with key material selection and specification details. This allows for a streamlined working-drawing review process as key variables and details are already built into the initial design.

### Approach to Project Integration (RFP 6.9.4.b)

The importance of familiarity and strong professional working relationships between DB team members cannot be overstated and represents a tangible benefit to RIDOT. With decades of working together, our Team's approach to internal coordination has been a key contributor to our past successes.

**Our Team has existing personal relationships that extend from the executive level down through the Team. These relationships foster effective communication and allow team members to**

**Figure 6-7: Design and Construction Integration Process**



feel comfortable raising issues that need to be covered and knowing the best person to contact in different situations. We maintain the highest degree of interpersonal and professional trust, which results in open and honest communication among all firms.

The design and permitting schedule will drive the construction schedule, and the design submittal and acceptance process must be integrated with the project construction. We will minimize schedule and manage this critical design and construction integration using:

- » Comprehensive baseline schedule with logic to connect design, permitting, and RIDOT acceptance activities as predecessors to respective procurement/construction activities.
- » Weekly in-person progress meetings to review design progress, discuss critical activities, and confirm the early release approvals that are driving the work. These meetings help identify and prioritize design efforts to achieve construction milestones.
- » 3D modeling of existing and proposed project elements to help identify conflicts and communicate design intent.

As shown in **Figure 6-7**, our design development process includes constructability reviews by Construction Manager Dennis Ferreira, Construction Superintendent Rick McGinn, and environmental compliance reviews by **Environmental Manager Susan Moberg**,

**PWS**. Performed in advance of our Formal QC process, this multifaceted review process is integrated into each design submittal.

As Design Manager, Joe Wanat will work with Dennis Ferreira and the construction team to facilitate constructability reviews of early design packages, and coordinate with RIDOT and its consultants to schedule over-the-shoulder reviews. One of Joe's critical tasks will be to coordinate with Design QC Manager Jamie Pisano to verify that design packages submitted to RIDOT have gone through the QC checks process dictated by the QMP.

### **Project Design Coordination** (RFP 6.9.4.c)

Under the guidance and direction of Design Manager Joe Wanat and Deputy Design Manager Jeff Klein, the design team, will aggressively begin the project starting with survey and mapping efforts.

- » **Welch Associates** and **Bryant Associates** will perform field survey activities and utility research. These activities will lead to the base mapping showing the surface features, record underground utilities, inverts on drainage and sanitary sewer structures, right-of-way lines, and environmental resources areas.
- » **GZA GeoEnvironmental** will review geotechnical reports and historical data and develop a geotechnical program to evaluate

soil conditions in and around the proposed subsurface improvements.

- » **VHB** will review as-built/record highway and bridge plans, perform field reviews, and observe traffic to better understand the existing conditions. VHB will also identify potential landscape opportunities, and establish a vision to enhance the various users of the project area.
- » **Commonwealth Engineers** will perform independent review of structural steel, prestressed girder, and camber designs as well as additional rehabilitation design tasks. The firm will also review existing conditions to evaluate sight lines.
- » **Barletta/Aetna Bridge** will perform test pits at various locations to confirm underground utilities to avoid potential utility conflicts.
- » **Applied Bio-Systems** will provide soil evaluation assistance to assist with soil management plan.
- » **Creative Environment Corp.** will perform lighting and electrical design on the project, designing replacement infrastructure impacted by construction.
- » **RVA** will work with RIDOT's community outreach team to make sure the abutting communities stay informed.

As the base mapping (existing conditions) is developed, the design team will evaluate the proposed improvements in relation to roadway operations, structural capacity, stormwater management, environmental impacts, right-of-way, utilities, aesthetics, constructability, and traffic operations during construction. We will consider public input in these evaluations. The design team will summarize and present these evaluations to RIDOT.

Design will advance towards the 30% Design Submission with the design team meeting biweekly with RIDOT to discuss design elements. The design team will meet internally to discuss design elements and make sure team members are working cohesively. As the

## **Maximize Value: Executive Committee**

As a value-added feature, we have included an Executive Committee consisting of senior leadership from Barletta, Aetna Bridge, and VHB. This committee brings a proven track record of partnering on DB projects and solving problems before they impact the work. Throughout the project, the committee will provide timely project updates to their respective organizations, make certain that the Team has the resources necessary to design and construct the project, resolve any issues that may arise during the Project, and be directly available to RIDOT.

design advances, Design QC Manager Jamie Pisano will confirm the design elements are advancing in accordance with the QMP.

As the design advances towards the issuance of construction drawings, the design team will continue to meet biweekly with RIDOT.

## **Dispute Resolution** *(RFP 6.9.4.d)*

Our Team's Executive Committee will facilitate any dispute resolution. To avoid or mediate external disputes, we propose a voluntary, modified partnering program in which Barletta/Aetna Bridge, RIDOT, utilities, and other third-party project stakeholders participate. This program uses regularly scheduled progress meetings between DB Project Manager Paul Coogan and RIDOT's Resident Engineer and Project Manager to review project issues. Project issues that could potentially lead to a dispute would be identified and discussed at the outset. We also propose an issue-resolution model, established at project kick-off, that identifies the lines of communication among the various parties, and establishes staff counterparts, from field level to senior staff. Should a dispute develop on the project, timelines for issue resolution will be established to elevate discussion to the next management level if resolution is not achieved within the mandated timeframe.

## Design Review Process *(RFP 6.9.4.e)*

Keys to a successful design review process include implementing and adhering to a QMP, open and continuous coordination and team collaboration, and thorough documentation. Each design team member is responsible for not only calculations and design document output, but also front line QC, which mandates full understanding of the project criteria, site conditions, and design goals before beginning the design. As work progresses, team members must document decision-making that led to a design choice. As demonstrated on such projects as the Henderson Bridge Reconstruction and the Route 6/10 Interchange, the design team is committed to following the QMP. VHB takes pride in delivering a quality project.

## Team Collaboration

VHB's structural, civil/highway, traffic, environmental, permitting, and utilities personnel are co-located in its Providence office under one design umbrella. With shared layout and collaboration space, and a dedicated project conference room outfitted with the latest audio/video technology, this 65-person office has the space and infrastructure to house and support a designated project team area. Co-located design personnel means that design coordination is a continuous practice at the designer level, further promoting a quality project.

For more details regarding our Design Review Process, please refer back to [Section 6.3 Quality](#), as well as [Figure 6-3](#).

## Safety and Training Program *(RFP 6.9.4.f)*

The Team's experience on complex bridge and highway projects have helped us to refine an approach that minimizes potential risk and maximizes project safety. **Safety Manager**

### ! **Minimize Risk: Streamlining the Design Process**



VHB will complete the bridge design, highway design, traffic management, drainage and stormwater design, maintenance and protection of utilities, environmental permitting, and design QA/QC, from its Providence office, only a few miles from RIDOT and the Project site.

Close coordination among design disciplines will result in a tight, streamlined effort to meet project milestones just as VHB did on the recent Henderson Bridge Project, which required an accelerated schedule.

**Joan Zapatka** will develop a tailored, site-specific Health & Safety Plan that relies on positive reinforcement to employees and behavior-based training methods.

Safety personnel will attend and participate in the regularly scheduled Project progress meetings and review the safety status to address any issues that come up on site. A Safety Training Matrix will be maintained to track employee training and certifications.

Specific key components of our safety program for the Project will include the components outlined in **Figure 6-8**.

Our employees and subcontractors are required to adhere to the safety rules and regulations of the federal, state, and local agencies, as well as the Project policies. We require all project personnel to wear appropriate, approved Personal Protective Equipment. We also have

**Figure 6-8: Safety Training Program Highlights**

Component	Attendees	Description
<b>Emergency Services</b>	RIDOT and all appropriate first responders	Prior to construction, our Team will host a coordination meeting for developing site-specific emergency response protocols
<b>Project Safety Orientation</b>	All staff including subcontractors, inspectors, and RIDOT staff	Information about site-specific safety concerns, protocols and expectations, as well as how to handle emergencies
<b>OSHA 10-hour &amp; 30-hour</b>	Tradespersons/Foreman and above	Performed by an OSHA-certified trainer
<b>CPR/AED</b>	Foreman and above	Required every two years; training available on-site
<b>Job Hazard Analysis (JHA) and Task Hazard Analysis (THA)</b>	Supervisory Personnel—perform analyses and review JHA's monthly and THA's daily with crews, management, and safety staff	Hazard analyses are performed to identify upcoming construction tasks, potential hazards and safety measures to be taken to mitigate the hazards
<b>Weekly Toolbox Talks</b>	All staff including subcontractors, inspectors, and RIDOT staff	Discussions and presentations of topical site hazards
<b>Weekly Site Inspections</b>	Management staff	Review project safety culture

disciplinary policies for field safety violations, superintendent accountability programs, drug and alcohol pre-employment screening programs, pre-employment safety orientation programs, hazard communication programs, and fleet safety programs.

Additional key components of safety training on the Project will include:

- » **Exposure to and Interaction with Traffic**—As required by RIDOT, all traffic control crews will be ATSSA Works Zone Safety Technician-level certified, and construction superintendents will be ATSSA Work Zone Safety Supervisor-level certified. Our highly successful traffic control program on the Route 79/I-195 and Braga Bridge DB and our ongoing work on the Route 6/10 Interchange DB provides our Team members with a wealth of traffic interaction experience.
- » **Night Work**—Since night work will be required to construct certain portions of the Project, we will implement a special safety training program specifically for this work.
- » **Structural Steel/Precast Erection and Crane Safety**—Certified crane inspectors

provide full inspections annually and upon initial crane set-up. Daily inspections will be performed by crane operators. Signal persons are required to be appropriately certified, and field crews are required to review lift plans at pre-lift meetings.

- » **Unattended Work Zones**—All management and field personnel will be responsible for making sure that work zones are safe before leaving for the day, shift, weekend, or holiday. Training in the types and use of protective systems will be provided.
- » **Marine Specific Safety Training**—Field personnel working in the Seekonk River and bank areas will be required to take marine specific safety training, including marine and barge work, water born hazards, and water rescue. Specialized gear such as PFDs, life rings with lifelines, stokes baskets, eperb locators, and rescue boats are to be provided. Compliance with state, USCG, OSHA, and DOT regulations will be required.

## Maintenance of Waterways and Minimizing Environmental Impacts *(RFP 6.9.4.g)*

### Maintenance of Waterways

The Project will involve in-water work in the area of pier 4. Barges for substructure repairs and possibly a cofferdam near pier 4 will be needed to facilitate this work. Based upon the scope of work, VHB anticipates that barges will be needed for steel repairs at span 7 which may conflict with the federal navigation project between piers 6 and 7. Our Team will make every effort to minimize work time. We will also coordinate with the US Coast Guard and municipal harbor masters, as needed. It is anticipated that the USCG will require a construction work plan and will likely issue a Notice to Mariners. Any barges or cofferdams needed for the project will be identified with appropriate lighting and signage in accordance with USCG and local requirements.

The project will employ appropriate environmental controls to minimize the potential for discharges or releases of construction debris and materials to the Seekonk River. Environmental controls will include such practices as shielding suspended from the bridge to collect fragments of concrete or steel, secondary containment for fuel, solvents, etc. that may be needed for construction activities, spill prevention and cleanup equipment, etc.

### Approach to Dust Control

To minimize the impact of construction dust to adjacent businesses and residences, we will develop appropriate mitigation measures, working with RIDOT on controls. Standard procedures for dust control include:

- » Spray areas of dirt with water to avoid dust from circulating, but avoid saturating the dirt
- » Install and use anti-tracking pads whenever leaving the site

- » Use stacked hay bales around the perimeter of areas subject to wind to avoid stirring up dust
- » Spray concrete with water when it is being demolished to avoid the associated dust
- » Provide a sweeper when the anti-tracking pads are not keeping up with the tracking of soil
- » Cover stockpiles with tarps if not being used, use seed to control dust

### Contingency Plans *(RFP 6.9.4.h)*

As we prioritize project risks based on cost and schedule, we will develop contingency plans to avoid, minimize, and mitigate these risks. Tools employed in the creation and implementation of contingency plans include our baseline schedule, Risk Register, approved Traffic Management Plans, Utility Matrix, and Health & Safety Plan.

RIDOT has identified several contingencies that must be planned for and mitigated during the Project. In **Figure 6-9** on the following page, we have grouped them where appropriate and provided a brief summary of how our Team has mitigated them on past projects and would do so on this Project. We will prepare specific contingency plans to meet the needs of this Project.

### Project Controls *(RFP 6.9.4.i)*

Based on lessons learned from similar DB projects, most elements that make up our project control system are already in place and will be tailored to the needs of this Project.

Our Team has developed advanced tools for planning, forecasting, tracking, and evaluating the performance of the entire Project Team. Among these tools is our Team's SharePoint platform which allows project management, design engineers, contractors, and clients to store Project content, provide effective document control, and share ideas to keep the Project Team efficient and effective.




**Figure 6-9: Contingency Plan and Mitigation**

Contingency	Mitigation
» <b>Key staffing replacement plan due to injury or illness</b>	All key staff will have potential replacements documented in our Project Management Plan.
» <b>Poor or severe weather forecast that may impact operations</b> » <b>Severe weather impacting crane operations, including high wind speeds</b>	Work extended hours or weekends to recover lost time.
» <b>Accident within Project limits</b> » <b>Incident within the Project limits, including all streets crossing the highway corridor</b>	Our staff will respond to any situation that may arise. After normal work hours, we will use our labor force in the Providence area to respond immediately to any situation.
» <b>TMP implementation equipment breakdown or staff non-responsiveness</b>	Our traffic subcontractor will have a 24-hour, 7-day a week emergency number and multiple crews available to respond to issues. They stock spare equipment and can obtain replacement parts for any they do not have.
» <b>Crane breakdown during set-up</b> » <b>Crane breakdown during crane removal</b> » <b>Saw cutting machine breaks down</b> » <b>Crane breakdown during removal and placement of girders and prefabricated elements</b> » <b>Equipment breakdowns, malfunctions or failure, including sufficient additional equipment, parts, supplies, operators and power sources</b>	We will have full-time mechanics on site and the ability to draw on our extensive inventory of equipment. In the event the equipment cannot be fixed, the operation will be suspended.
» <b>Obstructions encountered within excavations</b>	While every obstruction is different, our Team has had extensive experience removing/working around obstructions in urban areas such as Providence Boston, New Haven, and Fall River that have had multiple stages of development with a high probability of uncovering buried foundations or abandoned utilities. We will draw on our wealth of experience working in these environments.
» <b>Lost or damaged girders or precast during delivery and/or erection</b> » <b>Accident involving delivery of girder or prefabricated elements resulting in damaged units</b> » <b>Contingency schedule and plan should delivery of necessary materials be delayed or are missing</b>	Prior to scheduling an activity that requires prefabricated elements, our Team pre-stages the material required on site prior to the day/night of the scheduled work. In the event a “piece” is damaged during the erection, a decision is made as to whether it can be repaired or the operation suspended by the on-site QC personnel in consultation with RIDOT.
» <b>Beam too high with no shims</b> » <b>Fit-up problems with cross frames</b> » <b>Bar fit-up problems in closure pours</b>	Each one of the items listed would be reviewed on a case-by-case basis with RIDOT, our designers ,and QC staff, to review options for corrections. In addition, for staged construction, depending on the anticipated camber deflections calculated for the beams, we have field-drilled the cross frames to anticipate potential fit-up problems on staged bridge construction.
» <b>Batch plant breakdown</b>	The severity of the problem would be assessed, and a decision made to terminate the placement at a location based upon the number of trucks batched and on the road.

Contingency	Mitigation
<ul style="list-style-type: none"> <li>» <b>Closure-pour concrete strength not achieved before required time for reopening the bridge to traffic</b></li> <li>» <b>Construction not complete by the time required for reopening the bridge to traffic</b></li> <li>» <b>Contingency Traffic Management Plans for a late opening on Monday morning</b></li> <li>» <b>Temporary pavement marking application in the event of inclement weather</b></li> </ul>	<p>We strive to plan and undertake activities that can be completed within the timeframes allocated. Each closure will have a reviewed and approved detour plan, and in the event the area cannot be reopened to traffic, the plan would remain in place. Additional traffic details will be requested and in conjunction with RIDOT news stations, will be advised of the situation to inform the public. In regard to the application of temporary pavement markings in inclement weather, our Team will have a stockpile of temporary traffic tape that can be applied. While having to apply tape in inclement weather is the exception, we have used propane heaters to dry out the road to apply the tape.</p>
<ul style="list-style-type: none"> <li>» <b>Construction projects adjacent to work zones</b></li> </ul>	<p>Coordinate, communicate, cooperate to mitigate disruption.</p>
<ul style="list-style-type: none"> <li>» <b>Maintenance of existing bridges</b></li> </ul>	<p>Aetna Bridge routinely performs emergency bridge repairs and has the labor, equipment, and material necessary to perform emergency repairs required.</p>

We will also hold weekly meetings to help maintain schedule and foster communication and efficient design coordination. Biweekly meetings will be held with the entire Project Team to review design status and coordinate design details and construction methods.

Our approach to quality and cost controls will be further developed during the design. The cost will be imported into the Project accounting software to create the cost report.

 **Maximize Value:** Our Team recognizes the importance of controlling the capital budget during the design. We have found that effective cost management requires the following key elements:

**Allocation:** Cost must be organized and allocated to each of the Project's components

**Quantity Estimating:** Material quantities/cost must be monitored during design and checked against initial budgets

**Quality Analysis:** Design expectations must consider maintenance and operational needs. During the final design process, our Team will perform regular internal and over-the-shoulder reviews to optimize the design with respect to potential cost, schedule expediency, and ability to maintain quality. Our cost estimating staff will perform independent reviews of the final design to

calculate quantities and costs, which will be corroborated and input into B2W estimating software. Upon completion of the optimized design, the costs and quantities detailed in B2W Software will be exported to the cost and project management database, and reviewed monthly by Project Manager Paul Coogan.

**Project Scheduling and Tracking of Progress**

**Performance:** During construction, our Scheduler, Steve Thurber, will continually update the schedule and compare it to the original baseline schedule as a means of tracking progress. We will conduct updates in accordance with the requirements of the RFP.

## Utilities Management *(RFP 6.9.4.j)*

### Utility Work Coordination *(RFP 6.9.4.j.i)*

The Barletta/Aetna Bridge Team has identified **Brian DeMarco** as our Utility Coordination Manager. Brian will maintain our Utility Matrix and coordinate with the individual utilities, Rick Rhodes on the design side, and Dennis Ferreira and Rick McGinn on the construction side, to minimize staging and sequencing conflicts in the field.

To avoid utility impacts during construction, we will continue coordination with utility companies. We have already identified key utilities and associated work on a Utility Matrix and have prioritized these based on potential schedule and cost implications. The Utility Matrix addresses relocations required and includes the respective utility's scope of work, location, and work our Team must perform. The schedule included in [Appendix C—Proposal Preliminary Project Schedule](#), shows estimated timeframes for the work to be completed based upon the information provided to us by the utility.

### Informing Utility Owners *(RFP 6.9.4.j.ii)*

Our Team has already begun coordination with utility owners, and this will continue after project award at biweekly utility meetings, where we will keep the utilities informed of the overall scope and schedule and coordinate work that affects all parties. We will hold technical working group meetings with the individual utility firms to discuss and review design details.

With any large infrastructure project, issues may arise that impact utility coordination—encountering unknown utility, utility not as shown on record plans, delay from utility company, break or damage to existing utility. The DB Team will be ready for these challenges and quickly address them with an

### **Minimize Impacts: Route 6/10 Interchange Utility Phasing**



One of the initial project challenges for the Reconstruction of the Route 6/10 Interchange DB was the coordination with affected utilities. The utility phasing eliminated the need to relocate utilities on temporary bridges and also allowed for utilities to be relocated only once, minimizing disruptions to both public and private utilities. Working in partnership with the affected utility companies, Utility Coordination Manager, Brian DeMarco, is holding monthly meetings, resulting in a high level of coordination to produce shorter durations than anticipated.

expedited response strategy. This response includes previously identified key personnel on the design team for each utility and at RIDOT starting with the Utility Coordination Manager. As these key decision makers are quickly notified, a team-based resolution will be formulated and implemented in a timely manner.

Through our initial design, our proposed revisions to the BTC remove the majority of the utility relocations for this project. There is a minimal amount of utilities that must be relocated to construct the new ramps. A plan will be developed indicating proposed relocation minimizing the impact to the utility system and shared with the utility companies for verification and approval. Comments from the utility companies will be included in the final design. In addition, Utility Coordination Manager Brian DeMarco will work closely with the RIDOT Utilities Section to make certain all force account documentation is received.

## **Minimize Impacts: Using Historic Utilities Map to Minimize Impacts**

Based on prior experience and knowledge, our Team understands the history of the area. This map shows the original roadway configuration before the Veterans Memorial Parkway and Taunton Avenue corridors were reconfigured. We will use historic mapping such as this, to inform our subsurface exploration program and utility probes.



### **Lighting and ITS/IMS**

We have reviewed the plans for the existing lighting and ITS/IMS systems on the Project and understand how each system is supplied with power, and in the case of the ITS/IMS, how data is transmitted. Because each light and ITS/IMS location and the work required adjacent to each will vary, our Team will provide support, temporary connections, and any relocations necessary to maintain the integrity of the existing systems.

A plan for support of conduits during construction will be developed and submitted for approval prior to construction.

### **Verifying, Locating, Evaluating, Monitoring Utilities** (RFP 6.9.4.j.iii)

Prior to commencement of Project work, our survey team, led by Bryant Associates and Welch Associates, will request record plans from public and private utility companies. Following field survey to obtain surface features such as manholes, catch basins, gate boxes, and utility poles, our surveyors will plot the record information into the base mapping. Barletta and Aetna Bridge will hold a preconstruction meeting with public and private utility companies to explain the overall project and the anticipated utility coordination. Barletta and Aetna Bridge will also inquire if the public and private utility companies plan any proposed betterments that may be incorporated into the project.

VHB will overlay the proposed improvements and construction phasing over the base mapping to identify potential conflicts between existing utility facilities and the proposed improvements. Barletta and Aetna Bridge will perform test pits to locate the existing underground utility facilities that may conflict with the proposed improvements and obtain horizontal and vertical information on these facilities. VHB will evaluate the potential conflicts and resolve them through design solutions or utility relocations.

Also, during construction, work in the vicinity of a utility could impact that utility, for example pile installation could cause vibrations that impact a sewer line. As noted on the Utility Matrix, we have already contacted NBC. NBC has two existing sewer lines running along Gano Street. We will perform pre and post CCTV on their facilities as well as perform seismic monitoring to make certain our work does not negatively impact their facilities. We intend to address other utilities as necessary.

### **Relocations** (RFP 6.9.4.j.iv)

For conflicts that cannot be resolved through design solutions, VHB will develop a preliminary layout for relocating each existing utility facility in conflict. VHB will make every effort to minimize these relocations. **Figure 6-10—Utility Matrix** summarizes the relocations required for each utility.

**Figure 6-10: Utility Matrix**


Utility	Location	Issue	Mitigation	Responsible Party
<b>Electrical Conduit— Service Pedestal to Lights</b>	Gano Street On-Ramp	Conflicts with new on-ramp	Relocate to existing on-ramp	DB Team
<b>Service Pedestal and Electric Meter</b>	Gano Street On-Ramp	Potential conflicts with Bridge No. 700 abutment widening	Sheeting and/or Relocation	DB Team
<b>ITS Conduit</b>	Gano Street On-Ramp	Potential conflicts with Bridge No. 700 abutment widening	Relocate around work zone	DB Team
<b>ITS Conduit</b>	Gano Street On-Ramp	Potential conflicts with pylon relocation	Relocate around work zone	DB Team
<b>Fire Alarm Conduit</b>	Gano Street On-Ramp	Potential conflicts with new abutment	Relocate around work zone	DB Team
<b>NBC—36" Brick Sewer</b>	Gano Street	Potential settlement—due to foundation construction	Pre- and post-CCTV and seismic monitoring during construction, sewer pipe lining.	DB Team
<b>NBC—36" Brick Sewer (48" Brick Record Plans)</b>	Gano Street	Potential settlement—due to foundation construction	Pre- and post-CCTV and seismic monitoring during construction, sewer pipe lining	DB Team
<b>Utility Pole #10</b>	Gano Street	Pole ends up in middle of the road	Relocated Gano Street avoids relocation	DB Team
<b>Guy Pole #10-84</b>	Gano Street	Pole ends up in middle of the road	Relocated Gano Street avoids relocation	DB Team
<b>Utility Pole #09</b>	Gano Street	Pole ends up in middle of the road	Relocated Gano Street avoids relocation	DB Team
<b>Utility Pole #06</b>	Gano Street	Pole is in conflict with relocated Gano Street	Remove and Reset Pole and Guy anchor	NGrid Electric/ Verizon
<b>City Service Pedestal—Lighting</b>	Gano Street	Pedestal is in conflict with relocated Gano Street	Remove and Relocate service pedestal	NGrid Electric/ Verizon
<b>12" Water Main</b>	Gano Street	In conflict with Gano Street On Ramp abutment	Relocate around abutment location	DB Team
<b>National Grid Gas— Gas Main</b>	Gano Street	Potential settlement/ disruption—due to foundation construction	Conduct pre- and post- linkage tests	NGrid Gas
<b>National Grid— Utility Pole WLT 4</b>	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
<b>National Grid— Utility Pole WLT</b>	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
<b>National Grid— Utility Pole</b>	Valley Street	Pole ends up in middle of the road	Relocate pole	NGrid Electric/ Verizon
<b>National Grid Gas— 4" Main</b>	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
<b>East Providence— Water Main</b>	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
<b>East Providence— 20" Sewer Main</b>	Valley Street	Reduced cover to two feet by new off-ramp construction	Profile adjustment—utility maintained	DB Team

<b>Verizon Telephone Ductbank</b>	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
<b>RIDOT Service Pedestal—ITS</b>	New Waterfront Drive Off-Ramp	Undermined by new off-ramp construction	Relocate service pedestal	DB Team
<b>RIDOT Utility Pole—ITS</b>	New Waterfront Drive Off Ramp	Undermined by new off-ramp construction	Relocate pole	DB Team
<b>RIDOT Communications —ITS</b>	New Waterfront Drive Off Ramp	Undermined by New Off-Ramp Construction	Relocate communications	DB Team
<b>Lighting System (Poles, Handholes, Conduit)</b>	I-195 Westbound	Undermined by roadway widening and new on/off-ramps	Remove and replace	DB Team

Barletta and Aetna Bridge will present these relocations to the utility companies along with a summary of each utility company’s impact and request their review. We use the summary to confirm that public and private utility companies understand the efforts; in our experience, we have found utility companies may share facilities such as an underground duct bank, and relocating the duct bank requires cooperation and action from both companies.

Following the public and private utility company’s review, Barletta and Aetna Bridge will hold a utility relocation coordination meeting to identify next steps and a schedule to complete these relocations.

### Construction Staging *(RFP 6.9.4.j.v)*

Our Team has considered the field work, design, permitting, utility coordination and construction activities that need to be planned, coordinated, and performed to deliver the Project. Please refer to the [Technical Approach](#)  [Section 4.1 Highway/Traffic/Staging](#) for an in-depth discussion of our construction staging strategy. We have provided a schedule overview in [Section 5—Proposal Preliminary Project Schedule](#) and a detailed Schedule in [Appendix C—Proposal Preliminary Project Schedule](#) for all activities.

### Coordination of Construction Staging and Toll Gantry Installation Project

*(RFP 6.9.4.k)*

As part of the Tolling Project DB Team, Aetna Bridge has regularly provided updates on the toll gantry installation plans and schedule. Understanding that the new gantry is operational, we preliminarily provided a temporary lane configuration that has been designed to avoid lane shifts in the final four of our five phases within 100 feet of the gantry. We anticipate a camera shift will be required upon completion of the project to align with the new Gano Street On-Ramp.

Additionally, within 100 feet of the gantry, we have ensured that all temporary lanes are not split or bifurcated on the gantry approach and all milling operations will be completed within the same workday. Our team will provide the required 30-day notice prior to any long-term lane shifts or closures and 48-hour notice prior to short-term lane shifts or closures to the RIDOT Tolling Section.

Please refer to the [Technical Approach](#)  [Section 4.1 Highway/Traffic/Staging](#) for more details on our construction staging and project coordination approach.

DESIGN-BUILD SERVICES FOR  
BRIDGE GROUP 57T-10

# I-195

## WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

# 7 Required Forms and Documents



I-195 Washington Bridge North Phase 2



# Required Forms and Documents

Forms	DESIGN SUBCONSULTANTS										
	Barletta/Aetna JV	Barletta (Lead Contractor)	Aetna Bridge (Contractor)	VHB (Lead Designer)	Applied Bio-Systems	Bryant Associates	Commonwealth Engineers	Creative Environment	GZA GeoEnvironmental	Regina Villa Associates	Weich Associates
W-9	✓	--	--	--	--	--	--	--	--	--	--
RIVIP Bidder Certification Cover Sheet	✓	--	--	--	--	--	--	--	--	--	--
A Proposal Letter	✓	--	--	--	--	--	--	--	--	--	--
B Industrial Safety Record	✓	✓	✓	--	--	--	--	--	--	--	--
C Anti-Collusion Certificate for Contract and Force Account	✓	✓	✓	--	--	--	--	--	--	--	--
D Health and Safety Certification	✓	--	--	--	--	--	--	--	--	--	--
E Certification of Dumping Facilities	✓	--	--	--	--	--	--	--	--	--	--
F Right-to-Know Act Certification	✓	--	--	--	--	--	--	--	--	--	--
G Certification of Construction Equipment Standard Compliance	✓	--	--	--	--	--	--	--	--	--	--
H Guaranty Form	✓	--	--	--	--	--	--	--	--	--	--
I Buy America Certification	✓	--	--	--	--	--	--	--	--	--	--
J On-the-Job Training	✓	--	--	--	--	--	--	--	--	--	--
K DBE Utilization	✓	--	--	--	--	--	--	--	--	--	--
L DBE Letter of Intent to Perform	--	--	--	--	✓	✓	--	--	✓	✓	✓
M Escrow Agreement Form	✓	--	--	--	--	--	--	--	--	--	--
O Design Build Stipend Agreement	✓	--	--	--	--	--	--	--	--	--	--
P Consultant Certifications, Disclosures, and Assurances	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

-- Not Applicable





# **Barletta/Aetna I-195**

## **Washington Bridge North**

### **Phase 2 JV**

## **Team Forms**

- ✓ **W-9**
- ✓ **RIVIP Bidder Certification Cover Sheet**
- ✓ **JV Agreement**
- ✓ **RFP/Addenda Acknowledgment Letter**
- ✓ **Forms A-M, O**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BARLETTA/AETNA I-195 WASHINGTON BRIDGE NORTH PHASE 2 JV

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

40 SHAWMUT ROAD

6 City, state, and ZIP code

CANTON, MA 02021

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

8	5	-	0	8	0	5	1	5	7
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

4/23/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

State of Rhode Island  
Department of Administration  
Division of Purchases

## RIVIP VENDOR CERTIFICATION COVER FORM

### SECTION 1 - VENDOR INFORMATION

Vendor must be registered as a vendor on the RIVIP system at [www.ridop.ri.gov](http://www.ridop.ri.gov) to submit a bid proposal.

**Solicitation Number:** 7611889A4  
**Solicitation Title:** DESIGN BUILD SERVICES FOR I-195 WASHINGTON BRIDGE PHASE 2 (17 PAGES)

**Bid Proposal Submission  
Deadline Date & Time:** 7/2/2021 11:30 AM

**RIVIP Vendor ID #:** 117494  
**Vendor Name:** Barletta/AETNA I-195 Washington Bridge North Phase  
**Address:** 40 Shawmut Road  
Canton, MA 02021-1409  
USA

**Telephone:** 781-821-6222  
**Fax:** 781-821-7444  
**Contact Name:** Michael Foley  
**Contact Title:** AuthorizedRepresentative  
**Contact Email:** mfoley@barlettaco.com

### SECTION 2 - DISCLOSURES

**Vendors must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below

- N 1. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.
- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

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### SECTION 3 - OWNERSHIP DISCLOSURE

**Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.**

If the Vendor is publicly held, the Vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Vendor; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

Barletta/Aetna I-195 Washington Bridge North Phase 2 JV is a joint venture of Barletta Heavy Division, Inc. and Aetna Bridge Company
Barletta Heavy Division, Inc., 40 Shawmut Rd., Canton MA 02021
Vincent F. Barletta; Canton MA; President, Treasurer, Secretary/Clerk and Director; 100%
Michael M. Foley; Canton MA; Vice President and Director; 0%
Aetna Bridge Company, 100 Jefferson Blvd. Suite 100, Warwick RI 02888
Hugo R. Mainelli, Jr.; Warwick RI; CEO; 60%
Hugo R. Mainelli, III; Warwick RI; President and Treasurer; 20%
Mark H. Mainelli; Warwick RI; Vice President and Secretary; 20%

### SECTION 4 - CERTIFICATIONS

**Vendors must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

**THE VENDOR CERTIFIES THAT:**

- Y 1. The Vendor will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Vendor possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Vendor shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Vendor will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Vendor will immediately notify the State Purchasing Agent in writing.
- Y 4. The Vendor understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Vendor Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Vendor has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Vendor further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.

- Y 6. This bid proposal is not a collusive bid proposal. Neither the Vendor, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other vendor or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other vendor or person to fix the price or prices in the bid proposal or the bid proposal of any other vendor, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other vendor, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Vendor, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Vendor: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b).
- Y 8. The Vendor will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.
- Y 9. Vendor certifies that it is not currently engaged in and shall not during the duration of the contract (if awarded) engage in the boycott of any person, firm, or entity based in or doing business with any jurisdiction with whom the State of Rhode Island can enjoy open trade. Nor shall vendor participate in the boycott of any public agencies, entities, or instrumentalities of any jurisdiction with whom the State of Rhode Island can enjoy open trade. For the purposes of this certification "jurisdiction with whom the State of Rhode Island can enjoy open trade" means national governments who are members of the World Trade Organization.
- Y 10. Vendor has complied with and, if awarded a contract with the State of Rhode Island shall promptly comply with, the reporting requirements of the "Reporting of Political Contributions by State Vendors Act", R. I. Gen. Laws § 17-27-1, *et seq.*
- Y 11. Vendor has read and accepts the State of Rhode Island's General Conditions of Purchase which shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State's General Conditions of Purchase can be found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and addenda can be found at <https://ridop.ri.gov/rules-regulations/>.

Certification details (continue on additional sheet if necessary):

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**Submission by the Vendor of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Vendor certifies that: (1) the Vendor has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Vendor Certification Cover Form) is accurate and complete. The Vendor acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Vendor pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Vendor.**

**VENDOR**

**Date:** July 2, 2021

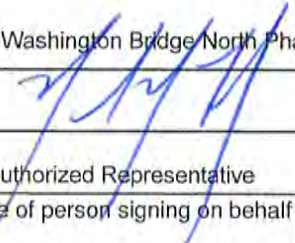
Barletta/Aetna I-195 Washington Bridge North Phase 2 JV

Name of Vendor

Signature in ink

Michael M. Foley, Authorized Representative

Printed name and title of person signing on behalf of Vendor



## JOINT VENTURE AGREEMENT

**THIS JOINT VENTURE AGREEMENT** (the “Agreement” or “Joint Venture Agreement”) is made and entered into, effective this 23rd day of June 2020, by and between the following (each hereinafter a “party” or “Party”) and collectively the “parties” or “Parties”):

<b>PARTY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>	<b>PLACE OF INCORPORATION</b>
Barletta Heavy Division, Inc. (hereafter “Barletta”)	40 Shawmut Road, Suite 200 Canton MA 02021-1409	Massachusetts
Aetna Bridge Company (hereinafter “Aetna”)	100 Jefferson Boulevard Warwick, RI	Rhode Island

### WITNESSETH:

WHEREAS, the Parties are interested in submitting a Proposal (as hereinafter defined) for obtaining a contract from the **Rhode Island Department of Transportation** (the “Owner” or “RIDOT”) for the Interstate Route 195 Washington Bridge North Phase 2 Project (the “Project”). The Project, as contemplated for the purposes of this Agreement, is anticipated to be procured by the Owner under a design-build or another alternative delivery procurement method, the design and/or construction, as the case may be, of the Project being hereinafter called the “Work” and the said contract being hereinafter called the “Contract”); and

WHEREAS, the Parties hereto have agreed to form a Joint Venture which will bid for and seek to obtain such Contract from the Owner; and

WHEREAS, the Parties hereto desire to set forth their rights and interests in such Joint Venture, and to set forth their duties and obligations under the Contract which might be awarded as a result of submission of the aforesaid Proposal;

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the Parties hereby agree to constitute themselves as a Joint Venture for the purpose of participating in the procurement process for the Project anticipating that the process will be only a Request for Proposal (“RFP”) phase inviting technical and price proposals (the “Proposal”) from bidders. Each Party will prepare a complete cost estimate for comparison with the other Parties. Unless otherwise specified herein, qualified salaried personnel and equipment supplied by each Party will be in approximate proportion to the Parties’ respective interests stated herein. Personnel commitments may be detailed in this Joint Venture Agreement or Proposal. The Parties form this Joint Venture for the purposes of ultimately submitting a Proposal to the Owner for the performance of the

Contract and for the purpose of performing and completing the construction of the Project in the event that the Contract is awarded to them, but not for any other purposes. All Parties will provide qualified personnel to assist in preparing, developing and furnishing cost, rate, pricing, and technical information for the Proposal. The Proposal will be submitted by Barletta as the Managing Party. After submission of the Proposal, the Parties will cooperate with each other in furnishing any additional information and data reasonably required to assist the Owner in its evaluation of the Proposal and shall participate as reasonably required in any negotiations, presentations, additional submittals or other such activities. Each Party will be solely responsible for the accuracy of the information it provides that is included in the Proposal.

This Agreement contemplates only the furnishing and performance of the work, labor and materials necessary for the submission of the Proposal and for the completion of the Contract, and the Parties are not making any permanent agreement to develop or undertake any project other than the Project. Nothing in this Agreement shall be construed as a limitation of the power or rights of any Party hereto to carry on its separate business for its sole benefit except, however, the Parties hereto shall cooperate with each other according to the terms and spirit hereof in the performance and completion of the Contract pursuant to this Agreement. The Parties hereby agree that such Proposal shall be filed and such Contract, if awarded to them, shall be performed and completed by them as a Joint Venture subject to the following terms and conditions:

#### **ARTICLE 1: NAME**

The name of the Joint Venture shall be the “**Barletta/AETNA I-195 Washington Bridge North Phase 2 JV**” and the business of the Joint Venture shall for convenience be carried on under that name and under no other name. The address of the Joint Venture shall be the address of the Managing Party.

#### **ARTICLE 2: PROPOSAL**

- a) The Parties hereto agree to jointly prepare the Proposal for the construction of the Project to be submitted to the Owner or its agent as may be required under the RFP on the official Proposal date. Should the Parties fail to agree as to the form, the terms, or conditions of the Proposal, then, in such event, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations of the Parties accrued prior to such termination and subject further to the following:

Notwithstanding the foregoing, the Parties agree to exercise their best efforts and to proceed reasonably and with due diligence to agree to the form and the terms and conditions of the RFP and the Proposal.

- b) Any negotiations with the Owner or any sureties, subsequent to the submission of the Proposal, whether before or after the awarding of the Contract, shall be conducted by the Executive Committee defined later herein, and costs related thereto shall be borne by the Joint Venture.

- c) Except as is provided in this Agreement, during the term of this Agreement none of the Parties to this Agreement shall, without the previous written consent of the other Parties, directly or indirectly bid for or take any interest for its own benefit in the execution or carrying out of the construction of the Project or any part thereof or any services preparatory thereto and each of the Parties shall do all in its power to ensure the observance of this prohibition by all persons from time to time in its employment and all of its affiliates and subsidiaries or parent company as defined by Federal or State law.
- d) Except as is herein provided to the contrary, or unless otherwise mutually agreed upon by all of the Parties hereto:
  - (i) each of the Parties hereto shall assume its own expenses incurred prior to submission of the Proposal; and
  - (ii) no payment shall be made by the Joint Venture to any Party or to any third party in reimbursement of expenses incurred by such Party in connection with the preparation of the Proposal, as the case may be, unless by prior mutual agreement.
- e) If the Joint Venture is required to post a bid bond in connection with the Proposal for construction of the Project, each Party agrees to pay its Proportionate Share, as defined below, of the cost of any bid bond required for the Project. If successful, the cost of the bid bond, if any, shall be borne by the Joint Venture.
- f) If the Proposal is accepted by the Owner, or if the Joint Venture is successful in negotiating the Contract subsequent to the submission of the Proposal, the Parties shall execute a contract as Joint Venture partners, and shall take such other steps as may be required to make the Contract a legal and binding agreement among the Joint venture and the Owner. If the Proposal is not accepted by the Owner or if the Joint venture is not successful in negotiating the Contract with the Owner within six (6) months of submission of the Proposal, then this Agreement shall terminate, subject to the rights and obligations of the Parties accrued prior to such termination.



### ARTICLE 3: PARTICIPATION OF PARTIES

- a) Except as may be provided to the contrary in this Agreement, the interests of the Parties in any profits, and their respective shares in any losses and liabilities that may result from the performance of the Contract, and their interests in all property, equipment and other assets acquired by the Joint Venture, and all monies received in connection with the performance of the Contract shall be as follows:

PARTY	PROPORTIONATE SHARE
Barletta	65%
Aetna	35%

(the said percentage for each Party being herein referred to as its "Proportionate Share"). Notwithstanding anything to the contrary herein, if the total value of the Contract exceeds \$70 million, then Aetna's Proportionate Share will be adjusted downward such that Aetna's Proportionate Share in the Joint Venture will be the percentage that \$17.5 million is of the total value of the Contract.

- b) Each of the Parties hereto agrees that in the event of any losses arising out of, or resulting from the submission of the Proposal (except those expenses incurred by any Party in connection with the preparation of the Proposal) and/or the performance of the Contract, each Party hereto shall assume and pay its Proportionate Share of such losses. If for any reason any Party hereto incurs any liabilities or is required to pay any losses arising out of or resulting from the submission of the Proposal (except those expenses incurred by any Party in connection with the preparation of the Proposal) and/or performance of the Contract, or the posting or furnishing of the necessary bid bonds or performance or payment bonds, or payment under the terms of such bonds, which are in excess of its Proportionate Share, the other Parties shall reimburse such Party in such amount or amounts as the losses or expenses and/or liabilities assumed or incurred by such Party exceed its Proportionate Share in the total losses, expenses and liabilities of the Joint Venture, so that each member of the Joint Venture will then have paid its Proportionate Share of such losses. To that end, each Party hereto agrees to indemnify the other against, and to hold the other harmless from, any and all losses, expenses and liabilities of the Joint Venture that are in excess of the other's Proportionate Share; provided, however, that the provisions of this sub-paragraph shall be limited to losses, reasonable expenses and liabilities resulting from or arising out of the submission of the Proposal (except those expenses incurred by any Party in connection with the preparation of the Proposal, including any obligations to any third party incurred by a Party in preparation of its bid, which third party was not engaged by agreement of the Executive Committee of the Joint Venture) and/or the performance of said Contract, the posting or furnishing of the necessary bid and performance bonds, and payment under the terms of such bonds, and shall not relate to or include any incidental, indirect or consequential loss or losses, expenses or liabilities (including, without limitation, loss of profit, contract, use or revenue suffered by a Party, but expressly excludes claims seeking remedy

for indirect or consequential loss or losses, expenses or liabilities suffered by third Parties which claims are not covered by Joint Venture insurance and which must be paid by a Party or the Joint Venture, including insurance deductibles, co-payments and other insured contributions required under the terms of the responding insurance policy(ies)) that may be sustained, suffered, assumed or incurred by any Party hereto in connection with the submission of the Proposal and/or performance of the Contract. The obligations under this subparagraph shall survive completion or termination of the Project or this Agreement.

- c) Each of the Parties agrees to place at the disposal of the Joint Venture, as directed by the Executive Committee, the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of the responsibility and burden of completing the Contract including the provision of information, advice and assistance for the execution of the Work. Notwithstanding the foregoing, the Parties recognize that each Party is actively engaged in the performance of other work and other contracts, as well as the pursuit of same, and the Parties agree that the foregoing shall not be deemed to require a Party to devote efforts to the extent that such efforts are to the detriment of the reasonable pursuit and completion of its other work and/or obligations in combination with the Contract.

#### **ARTICLE 4: EXECUTIVE COMMITTEE**

- a) To facilitate the handling of any and all matters and questions in connection with performance of the Contract, a Joint Venture Executive Committee shall be established comprised of one representative from each of the Parties hereto. Each of the Parties hereby appoints the following representative and alternate to act for it in all such matters with full and complete authority to act on its behalf in relation to any and all matters and things in connection with, arising out of, or in relation to any and all matters, questions and things involving performance of the Contract.

Each of the Parties of the Joint Venture listed below agree to be held jointly and severally liable for any and all duties and obligations of the Joint Venture as the offeror under the Project and under any Contracts or Agreements arising therefrom, subject only to authorization by the Executive Committee of the Joint Venture if expressly required hereunder.

The following individuals are authorized to execute documents on behalf of the respective Parties of the Joint Venture.

<b>PARTY</b>	<b>REPRESENTATIVE</b>	<b>ALTERNATE</b>
<b>Barletta</b>	Michael Foley	Vincent F. Barletta
<b>Aetna</b>	Hugo R. Mainelli, III	Jeffery A. Bostock

Any Party may at any time and from time to time change its appointed representative or alternate by filing with the other Parties a written notice in accordance with this Agreement. The alternate representatives shall serve only when the primary representative is absent or unable to serve.

- b) The representatives of the Parties constituting the Joint Venture Executive Committee, who are designated in accordance with this Agreement shall hereafter be known as the Executive Committee and shall meet quarterly or as requested by any member of the Executive Committee, subject to ten (10) days notice (or such lesser period upon which the members of the Executive Committee may agree), to act on matters within the mandate of the Executive Committee. Such meetings shall be in person or by telephone conferencing. A resolution in writing, signed by all of the members of the Executive Committee shall be as valid as if it had been passed at a meeting of the Executive Committee.
  - c) Decisions shall be taken by resolution with each of the representatives of each Party having a vote equal to his/her Party's Proportionate Share. The Parties acknowledge that it is their wish that all decisions of the Executive Committee shall be unanimous. However, in the event that the Executive Committee is unable to reach a unanimous decision, then such decision shall be determined by majority vote of the Proportionate Interest, which majority when referred to in and for all purposes of a majority under this Agreement shall require the approval of at least seventy percent (70%) of the Proportionate Share. Unless otherwise expressly specified herein as requiring a unanimous vote of the Proportionate Interest, decisions on the following issues shall be by a majority vote of the Proportionate Interest.
    - i) disposition of the plant, equipment, tools or salvageable materials of the Joint Venture; In the event that the Executive Committee shall fail to reach agreement on the disposition of the plant, equipment, tools or salvageable materials of the Joint Venture, such issue shall be determined as provided in sub-clause (d) of ARTICLE 13.
    - ii) insurance coverages, including deductible amounts, to be obtained and maintained by the Joint Venture in connection with the Work;
    - iii) any decision under ARTICLE 9 or 14 to pay or return capital, contributions, head office overhead or profit to the Parties prior to the completion of the Joint Venture;
- ; and
- iv) any contract between the Joint Venture and any of the Parties, whether for services, materials or equipment of any kind. It is also the intent of the Parties that each Party have an equal opportunity to provide materials, equipment and services to the Joint Venture, albeit at a competitive price,

and such intent shall be considered in the resolution of any disputes relating to contracting with any Party to the Joint Venture.

Notwithstanding anything to the contrary above any alteration to this Joint Venture Agreement, other than correction of a scrivener's error, may only be by unanimous decision of the Parties. In addition, any decision to initiate or settle claims against the Owner, any subcontractors or suppliers, or other third parties may only be by unanimous decision of the Parties.

In case the Parties fail to reach the required majority, the matter in question may at the election of any Party hereto be referred to the Senior Officer of each of the Parties for resolution. In the event that the Senior Officers shall fail to reach unanimous agreement, such issue shall be determined as provided in ARTICLE 17.

- d) Every decision of the Executive Committee upon any of the matters within its mandate under this Agreement shall be binding upon the Parties as if the same had been included in the provisions of this Agreement at the time of the execution hereof.
- e) If neither the representative of a Party nor his alternate attends a duly convened meeting of the Executive Committee, the meeting shall be adjourned and requested again giving notice as aforesaid. Should neither the representative of a Party nor his alternate still not attend, then the meeting shall proceed in their absence.
- f) The Executive Committee shall have the mandate to deal with all decisions, commitments, agreements, understandings and all other matters pertaining to negotiations with the Owner or any sureties subsequent to the submission of the Proposal and pertaining to performance of the Contract.

The Executive Committee shall have power and authority:

- i) to supervise and control the performance of the Managing Party later defined herein;
- ii) to exercise control and make decisions on general policy matters related to the Joint Venture, which are not specifically delegated to the Managing Party, or the Project Manager;
- iii) to review for approval the Managing Party's recommendations in such matters as the overall plan for execution of the Work, determination of the amount of working capital required, the timing of calls for working capital, the determination of requirements and plans for the acquisition of any plant or equipment with a value in excess of \$500,000, the determination of the need for and the terms of subcontract or material supply agreements in excess of one million dollars(\$1,000,000), the approval of salary schedules,

the return of working capital advanced by the Parties to this Agreement, and the distribution of profits earned;

- iv) to delegate the authority to act for and bind the Parties to this Agreement in connection with all or any part of the performance of the Work. Said delegation of authority to any of the Parties, or to any other person or persons may be revoked at any time;
  - v) to receive and review reports on the progress of the Work from the Managing Party. The contents and timing of reports shall be determined by the Executive Committee, except that the Managing Party shall deliver a job profit and loss and balance sheet no less than on a quarterly basis within forty-five (45) days after the end of each calendar quarter. The Project Manager shall meet with the Executive Committee when requested by said Committee;
  - vi) to determine the amount of any reserves required for any warranty period in respect of any unsettled claims, demands or other contingents of the Joint Venture relating to the Work; and
  - vii) to set the financial reporting period year-end for the Joint Venture.
- g) All business transacted at meetings of the Executive Committee shall be recorded in suitable minutes by the Managing Party and distributed to all Parties within two weeks hereto for comment, correction and acceptance within two weeks of receipt.

#### **ARTICLE 5: MANAGING PARTY**

- a) Barletta is hereby designated as the Managing Party of the Joint Venture. The Managing Party shall have charge and supervision over the timely and satisfactory performance of the Contract, subject at all times, however, to the superior authority and control of the Executive Committee as specified in this Agreement.
- b) The Managing Party, subject to the approval of the Executive Committee, shall have authority to appoint and replace from time to time the various salaried and hourly personnel necessary to develop and operate the Work, and to negotiate, execute and deliver purchase orders, rental agreements, labor agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Contract. The Managing Party shall not consent to any major extension to the Scope of the Work without the required approval of the Executive Committee.
- c) The Managing Party shall be responsible to establish a project office in the proximity of the work and conduct all business affairs on behalf of the Joint Venture including but not limited to payment of wages and accounts, and furnishing statements and reports concerning the financial status of the Joint Venture and progress of the Work as required by the Executive Committee. The

Managing Party shall furnish each of the Parties with a quarterly cost report, balance sheet and income statement calculated on the percent of completion basis, no later than sixty (60) days after the end of each calendar quarter. The Managing Party also shall arrange for a year-end audit to be performed by an independent accounting firm selected by the Executive Committee.

- d) Other off-site overhead services required to support the performance of the Contract shall be furnished by the Managing Party, and if pre-approved by the Executive Committee, appropriate reimbursement shall be made to the Managing Party for the cost of such services as determined by the Executive Committee. Notwithstanding, it is the intent of this Agreement that all services of the Managing Party for personnel above the level of the Project Manager of the Contract, be included in the fee set forth as payable to the Managing Party herein unless such personnel or expense is carried in the proposal estimate as approved by the Parties as a separate line item identified for reimbursement to the Managing Party over and above the management fee referenced below.
- e) As compensation for all services of the Managing Party above the direct Project Manager in the performance of its duties as Managing Party hereunder, including but not limited to the services of its corporate and district offices (excluding the Project office), administration, and IT costs such as computer services, including allocated main office computer charges for purposes of processing payroll, subcontract and accounts payables, reasonable costs of clerical and bookkeeping services, equipment charges and project control reports (“Data Processing Costs”), the Managing Party shall be entitled to a Management Fee. The Joint Venture shall reimburse the Managing Party for these costs as part of the management fee, which shall be charged at a monthly rate of one percent (1%) of the Contract proceeds during the construction term of the Project. The construction term of the Project will end at substantial completion plus three (3) months. This charge will be charged to the Joint Venture as cost of the Work and as such will be included in the Proposal estimate.

#### **ARTICLE 6: PROJECT PERSONNEL**

- a) The Executive Committee shall designate a Project Manager, who shall serve at its pleasure and be subject to the Managing Party's control. The Project Manager shall be delegated responsibility for the practical execution and carrying out of the Work and shall have such specific powers as the Executive Committee may, from time to time, delegate, but the Executive Committee shall not delegate any powers specifically reserved to it under the terms of this Agreement.
- b) Each Party agrees that it shall supply and make available to the Project Manager such of its supervisory, managerial and other personnel as shall reasonably be required in order to successfully perform the Contract, as determined by the Executive Committee. Except for managerial employees identified prior to initiation of the Work, trade and other such non-managerial employees may, at the

option of the Parties, become employees of the Joint Venture and shall serve under the authority of the Project Manager. All reasonable costs of employment of employees remaining in the employment of a particular Party shall be reimbursed or paid to the providing Party at actual costs incurred or upon terms to be established by the Executive Committee.

- c) Hourly personnel and salaried personnel not available from the Parties hereto shall be hired by the Joint Venture.
- d) No Party shall knowingly solicit, recruit, hire, or otherwise employ or retain as a consultant or advisor any employee of any other Party who has worked on the Proposal or Contract after the Effective Date of this Agreement and for one (1) year following the termination or expiration of this Agreement, without the prior written consent of the other Party. However, this Section shall not restrict the right of any Party to solicit or recruit generally in the media, and shall not prohibit any Party from hiring, without prior written consent, any current or former employee of any Party who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.
- e) It is the intention of the Parties that all losses incurred by the Joint Venture shall be shared by the Parties in accordance with their Proportionate Shares, whether or not such losses are caused or contributed to by any of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee or any of their respective directors, officers or employees, provided that such persons are not acting in bad faith and within the scope of their authority under this Agreement. Accordingly, in connection with or in carrying on its or his duties or responsibilities pursuant to this Agreement or under the Contract, none of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee and their respective directors, officers and employees shall be liable to the Joint Venture or any of the Parties hereto for its or his acts or omissions, whether or not such acts or omissions are negligent, provided that it or he is not acting in bad faith and within the scope of their authority. The Joint Venture shall indemnify and save harmless all such persons for any claims, losses, damages and costs arising from or in connection with its or his carrying out its or his duties or responsibilities under this Agreement or the Contract except in the event of such bad faith and acting beyond the scope of their authority under this Agreement.

#### **ARTICLE 7: WORKING CAPITAL**

- a) All working capital, when and as required for the performance of the Contract, shall be furnished by the Parties in accordance with their Proportionate Shares. The need for working capital and the dates on which it is to be furnished shall be determined by the Executive Committee, each such determination shall be binding and conclusive on the Parties. The Executive Committee shall give written notice at least thirty (30) days prior to the date for payment thereof. The working capital so provided and all other funds received by the Joint Venture shall be deposited in

such banks and may be withdrawn on the conditions set forth in ARTICLE 8. Those authorized to manage funds of the Joint Venture shall be bonded in such amounts and in such companies as the Executive Committee shall determine.

- b) The Managing Party will make use of working capital, investing it prudently in low-risk, short-term securities, so that it will earn interest without interfering with payment of current obligations of the Joint Venture as they become due.
- c) The Executive Committee will comply with the working capital guidelines attached as EXHIBIT A.
- d) All monies received by the Joint Venture, whether as advances by the Parties to this Joint Venture, as payments under the Contract or otherwise, shall be treated and regarded as and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Work shall have been fully completed and accepted by the Owner, and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created.
- e) Should any Party (the "Defaulting Party") be unable or fail or neglect to contribute its Proportionate Share of the working capital within seven (7) calendar days after the date set for the contribution thereof by the Executive Committee, the other Parties (collectively referred to as the "Non-Defaulting Party") may, at their option, pay the share of the Defaulting Party (the "Defaulting Party's Contribution"). If the Non-Defaulting Party pays all or part of the Defaulting Party's Contribution, such payments shall be deemed to be demand loans made by the Non-Defaulting Party to the Defaulting Party. Such loans shall be immediately repayable by the Defaulting Party without notice and shall bear interest at a rate per annum equal to three percent (3%) above the Prime Lending Rate, determined on a day-to-day basis. Such loans shall be and are hereby declared to be secured by a paramount lien and charge on the interest of the Defaulting Party in the Joint Venture and the Defaulting Party shall and does hereby assign to the Non-Defaulting Party its right to any payments from the Joint Venture as further security for such loans. Partial payments in respect of such demand loan shall be applied firstly to accrued interest and secondly to reduction of principal. Each Party shall execute and deliver to the others such documents as are reasonably necessary to perfect such lien including, without limitation, a Security Agreement and UCC-1 Financing Statements. In this Agreement, "Prime Lending Rate" means that rate declared from time to time by Bank of America of Chicago as being its prime lending rate for commercial loans.
- f) For any period during which a Defaulting Party remains indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(e) hereof:
  - i) the voting strength of the representative of the Non-Defaulting Party shall be increased to the proportion that its actual contributions to working capital



(including loans therefore to the Defaulting Party) bear to the total contribution made to working capital by the Parties and the voting strength of the representative of the Defaulting Party shall be decreased accordingly;

- ii) the Defaulting Party shall remain obliged to continue to contribute its original Proportionate Share of working capital as required from time to time; and
  - iii) the Defaulting Party shall remain liable for any losses of the Joint Venture in accordance with its original Proportionate Share.
- g) In the event that the Non-Defaulting Party does not pay the Defaulting Party's Contribution, then the Non-Defaulting Party at their option may terminate the Defaulting Party's interest in the Joint Venture, in accordance with ARTICLE 15.
- h) All working capital advanced shall be repaid to the Parties advancing the same prior to the distribution of any profits. All repayments of working capital shall be in the reverse order to which they were paid in. Each such repayment of working capital shall be repaid to the Joint Venturers in the same ratio as it was paid in by the Parties. In no event will repayment of any working capital or advance distribution of anticipated profit reduce the obligation of the Parties for future contributions of working capital or for losses of the Joint Venture.
- i) In the event that a Defaulting Party is indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(e) hereof, any monies otherwise payable to the Defaulting Party by the Joint Venture shall be paid to the Non-Defaulting Party to be applied in reduction of the loans until the loans by the Non-Defaulting Party to the Defaulting Party have been paid in full.

#### **ARTICLE 8: BANKING**

- a) A bank account or accounts shall be opened in the name of the Joint Venture in such bank or banks whose branch is located within the Commonwealth of Massachusetts under such description or descriptions as the Executive Committee may determine. All working capital contributions made by the Parties hereto, and all of the funds received by the Joint Venture or by any of the Parties on behalf of the Joint Venture in connection with the performance of said Contract shall be deposited in such bank account or accounts. Withdrawals may be made by check or draft or other instrument in such form as the Managing Party may from time to time direct. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Executive Committee shall determine. The premiums on any such bonds shall be paid by the Joint Venture. No Party will unreasonably restrain and/or refuse to authorize withdrawal of funds for payment of proper expenses relating to the Work.

- b) Unless otherwise previously agreed in writing by the Executive Committee, no payments shall be made or monies withdrawn from any such bank account or accounts except for the purposes of the Joint Venture. Monies not immediately required for the purposes of the Joint Venture may be invested in securities or other investments in the name of the Joint Venture. The Executive Committee shall provide to the Managing Party a listing of acceptable securities and investments. Under no circumstances shall such securities or investments be stocks, bonds, or other instruments of debt and equity issued on behalf of any of the Parties or affiliated companies to the Parties of the Joint Venture. No part of any funds deposited in any bank account or accounts of the Joint Venture shall be paid or returned to any of the Parties except as specified herein or as may otherwise be determined by the Executive Committee.
- c) No money shall be borrowed or financing arranged for the account of the Joint Venture, nor shall any assets of the Joint Venture be charged, assigned, mortgaged, pledged or hypothecated, unless approved by the Executive Committee. If any monies are so borrowed, they shall be repaid in full prior to return of any working capital and distribution of gains or profits.

#### **ARTICLE 9: ACCOUNTING**

- a) Separate books of account of the Joint Venture and its operation shall be kept by Managing Party and maintained at the office of the Managing Party. Financial Statements and other reports, as directed by the Executive Committee, of the financial condition of the Joint Venture shall be made to each Party as set forth herein. All records of the Joint Venture shall be open to examination and photocopy at any reasonable time by any of the Parties hereto. Such records and documents shall not be removed from the place where they are usually kept, without the previous consent of the Executive Committee.
- b) Annual audits shall be made and furnished to each Party by an independent firm of accountants selected by the Executive Committee upon the request of a majority of the Parties. Upon completion of the Contract, there shall be a final independent audit of all accounts, records and other pertinent data and the results if such independent audit shall be furnished each Party for its review.
- c) The cost of any and all independent audits/reviews or any such independent accounting services to provide such financial statements required hereunder, are part of the Joint Venture costs. The keeping and maintaining of the separate books of account during the course of the Work is part of the management fee. To the extent records must be kept subsequent to the completion and acceptance by all the Parties, of the final accounting, they shall be kept at such place as the Parties shall determine and the cost shall be borne by the Parties in accordance with their Proportionate Shares.

- d) The currency of the account of the Joint Venture shall be United States of America (U.S.A.) dollars.

#### **ARTICLE 10: BONDS & INSURANCE**

- a) The Managing Party shall obtain and maintain insurance on behalf of the Joint Venture and each of the Parties hereto as required by the Executive Committee or under the Contract including, without limiting the generality of the foregoing, liability insurance respecting the Work and insurance respecting fire and other perils on all equipment and other assets of the Joint Venture. Barletta Engineering shall be named as additionally insured with any additional costs associated therewith, if any, to be paid by Barletta. The type and amount of insurance will be determined by the Executive Committee, which shall approve the coverage and cost of said insurance prior to its purchase. Notwithstanding, such insurance shall comply with the minimum requirements of the Contract. All Contract performance, payment and other surety bonds that may be required of/by the by the Joint Venture shall be obtained and maintained in the name of the Joint Venture by the Managing Party. Each Party shall furnish, in accordance with its Proportionate Share, its respective percentage of any bond, or other security, required in connection with the award of a contract for the Project, and between themselves the Parties shall bear, in accordance with these percentages, the obligations of any bond or other security. Each Party's bonding company will bill the Joint Venture for its share of the cost of the performance and payment bonds. All Parties shall obtain any and all bonds and insurance required in connection with the Joint Venture. Each Party shall execute such indemnity agreements and other agreements as may be required by the companies writing the bonds.
- b) All premiums for bonds and insurance required on the project and in the name of the Joint Venture shall be a direct cost to the Joint Venture.
- c) The insurance broker for all bonds and insurance required by the Joint Venture shall be determined by the Executive Committee.
- d) Notwithstanding anything to the contract regarding liability of the Parties to each other under the terms of this Joint Venture Agreement, each of the Parties agrees to be jointly and severally liable to the Owner under the Contract where required by the Owner or applicable law.

#### **ARTICLE 11: TREATMENT OF COSTS**

- a) Except as otherwise expressly provided herein, costs incurred by any of the Parties hereto in the performance of the Contract or while directly engaged in the business of the Joint Venture shall be reimbursed by the Joint Venture to such Party. Reimbursable costs shall be limited to:

- i) the salary and all other employment-related expenses including, without limitation, benefits, payroll taxes and deductions of approved office and field personnel, which are not carried on the Joint Venture payroll, for the period of direct involvement, provided prior approval of the Executive Committee has been received;
  - ii) all reasonable costs of travel, lodging, food, subsistence and such related miscellaneous expenses in accordance with the Party's company policies, subject to any approval by the Executive Committee as it may be required hereunder has been received, and which approval shall not be unreasonably withheld or delayed; and
  - iii) compensation for services or equipment rental provided by either one of the Parties, subject to any prior approval of the Executive Committee as it may be required under the terms hereof.
- b) Costs reimbursable to the Parties shall not include any charges for expenses in submitting the Proposal or any services covered by the management fee paid to the Managing Party.
  - c) Direct job costs for field supervision, labor, materials, equipment, subcontractors, insurance, bonds, taxes, supplies, services, relocation costs and other expenses necessary for the performance of the Contract shall be incurred and paid directly by the Joint Venture.
  - d) Each Party shall submit to the Joint Venture, at least five (5) days before billings are to be submitted by the Joint Venture to the Owner under the Contract, documentation approved by its designated representative, showing amounts due such Party for costs incurred to date. Such documentation shall be in such form as to enable the Joint Venture in all respects to meet the billing requirements of the specifications of the Contract (if appropriate).
  - e) Salary costs and travel expenses of the members of the Executive Committee shall not be reimbursed to the Parties to the Joint Venture, nor shall the salary costs and travel expenses of other members of management of the Parties to the Joint Venture not directly engaged in the business of the Joint Venture.

## **ARTICLE 12: TAXES**

Taxes and duties levied upon the Joint Venture as an entity, if any, shall be borne by the Joint Venture prior to the repayment of working capital or distribution of profits. For income tax purposes, Federal, State, or otherwise, the Parties hereby elect and agree that the Joint Venture shall not be taxed as an entity but each Party shall be taxed separately on its share of the profits of the Joint Venture. Each Party hereto shall be separately responsible for any taxes levied on its receipts from the Joint Venture or otherwise incurred of whatsoever description and shall indemnify the other Parties in respect of its liability therefore.

The Managing Party shall cause independent accountants to prepare and file all Joint Venture tax returns and reports required under law on the “percentage of completion” method, as a Joint Venture expense. The other Parties shall be allowed sufficient time to review the Joint Venture’s annual Federal and State Partnership returns prior to filing and shall be provided all financial records and returns necessary for them to prepare their own individual tax returns. The Managing Party shall be designated as the Tax Matters Partner (“TMP”) pursuant to IRC 6221. The TMP’s authority is limited such that it may not bind the other Parties to an audit, administrative adjustment, settlement agreement, a petition for review of a final partnership administrative adjustment or any change in the Joint Venture’s returns as filed that will affect the Parties’ tax liability without the approval of a majority of the Parties.

### ARTICLE 13: ASSETS

- a) All tools and equipment used in the Work shall be purchased, rented or leased by the Joint Venture at competitive prices. The Managing Party may purchase, rent or lease such tools and/or equipment in the name of the Joint Venture, providing however, any capital expenditures (which tools and equipment do not include material or supplies to be consumed or incorporated into the Work) in excess of one hundred thousand dollars (\$100,000.00) shall first be approved by the Executive Committee. Any Party hereto may rent its own tools and equipment to the Joint Venture providing that the terms of this ARTICLE and ARTICLE 2(c) are complied with. Equipment rented from a Party hereto at a rental rate of 75% of Dataquest Rental Rate Blue Book Volume I rates shall be deemed to be competitive pricing. Each Party shall have an opportunity in accordance with its Proportionate Share to rent its tools and equipment to the Joint Venture, subject to the competitive pricing of same and other requirements of this Agreement. The Managing Party shall inform the Executive Committee of the need for rented equipment and allow all Parties the opportunity to furnish rented equipment to the Joint Venture.
- c) Equipment rented from a Party shall not exceed three (3) months duration without approval of the Executive Committee and shall be charged as a direct cost at a rate agreed by the Executive Committee.
- d) During the course of the Work and upon completion of the Work, the Managing Party shall determine what part of the plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed for completion of the Contract, and shall dispose of the same in such manner, at such times, and at such prices as the Executive Committee shall approve. In the event the Executive Committee is unable to reach a majority agreement as to a manner, a time and price for any such disposition, the plant, equipment, tools and salvageable materials so determined to be surplus shall be disposed of as follows:
  - i) the Joint Venturers shall employ, at the expense of the Joint Venture, a qualified person to examine and appraise each such piece of plant,

equipment, tools and salvageable materials. A copy of such appraisal shall be sent promptly to each Party hereto. Each Party shall have the privilege to notify the Joint Venture in writing within ten (10) days of the date of receipt of such appraisal of which, if any, such pieces of plant, equipment, tools and salvageable materials each Party wishes to purchase at the price set forth in such appraisal, and any Party so notifying the Joint Venture of its desire to purchase any such piece of plant, equipment, tools and salvageable materials shall be permitted to do so at the price set forth in such appraisal at any time within thirty (30) days after so notifying the Joint Venture of its desire to purchase; provided, however, in case more than one Party desires to purchase the same lot or piece of plant, equipment, tools or salvageable materials the same shall be divided by the Executive Committee among the Parties based on highest negotiated price received, each Party having the opportunity to a final bid;

- ii) any such piece of plant, equipment, tools or salvageable materials not disposed of pursuant to subparagraph (i) above may be sold by the Managing Party at the appraised value thereof set forth in the appraisal referred to in subparagraph (i) above; or (ii) at the highest arm's length price offered by any unaffiliated third-party if no offer meets or exceeds such appraisal, but in no event less than seventy-five percent (75%) of such appraisal;
- iii) any piece of plant, equipment, tools and salvageable materials not disposed of pursuant to subparagraphs (i) and (ii) shall be distributed by the Executive Committee to the Parties in proportion to their interest in the Joint Venture according to a formula based upon the appraised value referred to in subparagraph (i) above; and
- iv) when a Party has acquired any surplus plant, equipment, tools or materials pursuant to the foregoing, it shall thereafter be responsible for its prompt removal and care.

#### **ARTICLE 14: DISTRIBUTION OF ASSETS/LIABILITIES**

- a) The Executive Committee may determine from time to time during the course of the Work, that some of the Assets held and acquired by the Joint Venture may be divided among or paid to the Parties, in accordance with their original Proportionate Share except as otherwise provided by this Agreement.
- b) Upon completion of the Work, receipt of final payment under the Contract and all other accounts receivable including proceeds of the sale of all plant, equipment, tools and salvageable materials and other real or personal property sold in accordance with the provisions herein, and after paying or providing for payment of all known costs and expenses of the Joint Venture and after repayment of all loans of the Joint Venture and after reimbursing the Parties for costs as herein provided and after setting aside such reserves for unsettled claims, demands and other

contingencies as the Executive Committee may deem proper and advisable, and after the repayment of all sums advanced for working capital, the Executive Committee shall cause a final accounting to be prepared showing the total net profit earned or loss incurred by the Joint Venture. The audited books of account of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained and the amount of such profit or loss

- c) If such final accounting shall indicate that a net profit has been realized such profit shall be distributed among the Parties in proportion to their entitlement to profits of the Joint Venture in accordance with Articles 3, 7, 14 and 15 hereof. When and if the monies set aside as reserves for the payment of unsettled claims and demands and other contingencies are no longer required for the purposes intended, then such monies shall be similarly distributed among the Joint Venturers.
- d) If the performance of the Contract results in a loss, the Parties shall be obligated in accordance with their respective original Proportionate Shares, for any such loss (irrespective of the fact that any Party may have advanced more than its Proportionate Share of working capital as provided above). Such proportionate liability for each Party for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of the Contract, shall be made against them, or any of them, by reason of the Joint Venture.

#### **ARTICLE 15: TERMINATION AND DEFAULTS**

- a) This Agreement shall commence as of the day and date first above written and it shall remain in full force and effect until terminated by written agreement of the Parties hereto or until terminated as otherwise provided herein or until payment to the Parties of all monies due to them under this Agreement and settlement of all liabilities under or in respect of performance of the Contract or otherwise in respect of the Work, or if the Proposal has not been submitted by September 30, 2020.
- b) If any Party hereto (the "Defaulting Party") shall:
  - i) commit an act of bankruptcy; or
  - ii) become bankrupt; orif, in respect of any Party hereto (the "Defaulting Party"):
  - iii) an order is made or a resolution is passed for the winding-up or other termination of its existence; or
  - iv) a liquidator, receiver or receiver-manager of its business or undertaking is duly appointed; or

- v) an order debarring or suspending it from contracting for public construction work is issued which materially affects its ability to perform under this Agreement;

then at the sole discretion of the Non-Defaulting Party (as hereinafter defined), the Defaulting Party's interest in the Joint Venture shall forthwith terminate and the Defaulting Party's amount of Joint Venture profits shall be fixed at the amount realized as of the date of the default. The Defaulting Party's liability for Joint Venture losses shall remain at its original Proportionate Share.

- c) If any Party hereto (the "Defaulting Party") shall default in any of its obligations under this by failing to contribute its share of working capital (subject to ARTICLE 7), then the other Parties (the "Non-Defaulting Party") may give written notice to the Defaulting Party specifying the event of default.

In the event that the Defaulting Party does not cure its default within fifteen (15) days after receipt of such notice then the Non-Defaulting Party may terminate the Defaulting Party's interest in the Joint Venture. Notwithstanding the foregoing, the Non-Defaulting Party shall not have the right to terminate the Defaulting Party's interest in the Joint Venture in the case of an event of default under this sub-paragraph c) if such event of default is incapable by its nature (as opposed to the circumstances, including the financial circumstances, of the Defaulting Party) of being cured within fifteen (15) days and if the Defaulting Party commences curing such default within fifteen (15) days after receipt of such notice and thereafter diligently and continuously proceeds with the curing of such default.

- d) Upon termination of the Defaulting Party's interest in the Joint Venture:
  - i) the Non-Defaulting Party may take over and complete the Work;
  - ii) the Defaulting Party shall have no entitlement to share in any of the profits of the Joint Venture earned after the date the Non-Defaulting Party took over;
  - iii) the Defaulting Party shall have no right to participate in the management or operation of the Joint Venture;
  - iv) the Defaulting Party shall continue to be liable for all existing and future losses and liabilities of the Joint Venture including liabilities to the Non-Defaulting Party under ARTICLE 2 hereof, in accordance with its original Proportionate Share; and
  - v) the Defaulting Party shall only be entitled to the return of its contributions to working capital upon completion of the Work and after payment of all other liabilities of the Joint Venture.



- e) Any Defaulting Party hereunder shall indemnify and hold harmless the Non-Defaulting Party for any loss, claims or liabilities which the Non-Defaulting Party may incur arising out of any breach of this Joint Venture Agreement by the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses required of or by the Non-Defaulting Party to protect their interests or defend any action arising out of the Defaulting Party's breach, including court costs and disbursements and fees on a solicitor and his own client basis.
- f) The remedies herein provided shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have at law or in equity or otherwise.
- g) Any change in control (excluding any sale of interests between family members) or existence of any Party or parent company of such Party shall constitute a default. Upon such default, the Non-Defaulting Party may purchase the Defaulting Party's interest in the Joint Venture at a fair market price, and in the event multiple Parties elect to purchase, they shall be afforded the right to do so with respect to their Proportionate Share. Change in control means the addition or departure of any person or entity having a ten percent (10%) or greater ownership interest in any Party or parent company of such Party.

#### **ARTICLE 16: SUCCESSORS AND ASSIGNMENT**

- a) It being acknowledged that each Party is entering into this Agreement in reliance upon the other Parties being and remaining Parties to this Agreement, no Party may assign, transfer, pledge or hypothecate its interest, whether directly or by merger with or acquisition by another entity, or any part thereof, in the Joint Venture or in the Contract or in this Agreement or in any property or monies of the Joint Venture except with prior written consent of the other Parties and upon such terms as it may reasonably require.
- b) Subject to the foregoing provisions, this Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors, permitted assigns and legal representatives.

#### **ARTICLE 17: DISPUTES**

Any dispute or difference arising out of or relating to the Work or in connection with this Agreement, shall, if not resolved by the Executive Committee, be resolved or compromised by good faith negotiation at the Senior Officer level of the Parties. If after the Parties have met at the Senior Officer level on at least two (2) separate occasions, or the matter is not resolved within sixty (60) days, then and only then may the dispute or difference be referred to mediation before a mediator mutually agreed upon by the Parties. If the Executive Committee has not referred the dispute to mediation within ninety (90) days, and the matter is not resolved, then and only then may any Party initiate legal action.

### **ARTICLE 18: GOVERNING LAW**

This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of the State in which the Project is situated. Subject to ARTICLE 17 hereof, the Parties hereto agree to submit to the jurisdiction of the courts having jurisdiction in the location of the Project and to accept service by registered letter of any proceedings issued out of the said courts notwithstanding that said Party may then be located outside the jurisdiction of the said courts. Any and all legal actions are to be brought in the state and federal courts in the state in which the project is located.

### **ARTICLE 19: LEGAL COUNSEL**

- a) The Executive Committee shall select legal counsel for use in connection with any matters of concern to the Joint Venture which may require legal counsel or assistance. The expense of legal counsel shall be borne by the Joint Venture.
- b) Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party relating to the Joint Venture, the Contract, the Work or this Agreement without the consent of the others. If separate counsel is required to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

### **ARTICLE 20: NOTICE**

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by certified mail-return receipt requested, or by nationally recognized overnight courier requiring signed proof of delivery addressed to the recipient as follows:

- a) To: Barletta Heavy Division, Inc.  
  
at: 40 Shawmut Road, Suite 200  
Canton MA 02021-1409  
Attention: Vincent F. Barletta

- b) To: Aetna Bridge Company.  
  
at: 100 Jefferson Boulevard  
Warwick, RI 02888  
Attention: Hugo R. Mainelli III

or to such other address as may be designated for such notices by notice given by any Party to the other. Any communication given by certified mail shall be deemed to have been given on the fifth (5th) Business Day following refusal thereof in the mail, and if given via overnight courier on the date of delivery or refusal of delivery. In the event of the disruption of postal service, communications shall be given only by overnight courier with signed proof of delivery as provided above.

#### **ARTICLE 21: PUBLICITY**

Any advertisement, press release or statement by any Party hereto which involves the other Parties hereto or the Joint Venture shall meet with prior approval of the Executive Committee. All such advertisements, press releases or statements where practicable shall make due reference to an acknowledgement of the work performed or to be performed by all Parties under the Contract.

#### **ARTICLE 22: OWNERSHIP AND USE OF DOCUMENTS**

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. Upon termination of this Agreement, each Party shall own an undivided interest in such documents in proportion to the entitlement of such Party to the profits of the Joint Venture. The documents shall be stored at a location determined by the Executive Committee. Any Party may make duplicate copies of such documents without consent of the other Parties.

#### **ARTICLE 23: INTERPRETATION**

- a) The captions and headings used herein are for convenience and reference only and shall not limit or expand, or be referred to in interpreting or construing the provisions hereof.
- b) Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporation and vice versa where the context so requires.

#### **ARTICLE 24: FURTHER ASSURANCES**

Each Party hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement, provided that no Party shall be obligated to execute any document which amends this Agreement or increases its obligations in the Agreement beyond those already set forth herein.

#### **ARTICLE 25: TIME OF THE ESSENCE**

Time shall be of the essence of this Agreement.

#### **ARTICLE 26: NO PARTNERSHIP**

Nothing in this Agreement or in the relationship of the Parties respecting the Joint Venture or the Work is intended to create nor shall it be construed to create or confirm a partnership between them.

#### **ARTICLE 27: UNENFORCEABILITY**

Unenforceability of any part of this Agreement shall affect that part of this Agreement only and the rest of this Agreement shall remain in force and unaffected.

#### **ARTICLE 28: ENTIRE AGREEMENT**

This Agreement constitutes the entire integrated Agreement between the Parties in regard to the subject matter hereof, subject to no other oral or written proposals, agreements or understandings whatsoever and, subject to sub-paragraph 4(d), may only be subsequently supplemented or amended by a written agreement subscribed by the Parties hereto.

#### **ARTICLE 29: COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

#### **ARTICLE 30: NO THIRD-PARTY BENEFICIARIES**

The Parties intend that this Joint Venture Agreement be for the exclusive benefit and use of the Parties hereto; this Agreement is not intended to benefit any third party, as incidental beneficiaries, intended beneficiaries, or otherwise.

### ARTICLE 31: SIGNATURE AUTHORITY

The Parties agree that the following persons are and shall hereinafter be duly authorized to execute legal documents that bind their respective Party and, subject to the signature of at least one representative of each Party, bind the Joint Venture including but not limited to Proposal documents and contracts:

Signatory

Title

Michael Foley	Vice President	Barletta Heavy Division, Inc.
Vincent F. Barletta	President	Barletta Heavy Division, Inc.
Hugo R. Mainelli III	President	Aetna Bridge Company
		Aetna Bridge Company

### ARTICLE 32: CONFIDENTIALITY

Each Party shall treat as confidential all information or documents (hereinafter referred to as the "Confidential Information") relating to the Project or to the related business and financial affairs of the other Parties, including but not limited to, information or documents relating to sales, trade secrets, customers, industrial and intellectual property, financial and accounting details, employees, means and methods, and arrangements with suppliers. Proprietary information received by one Party from another will be kept and maintained by the receiving Party in a secure location and under the control of an employee with an obligation and responsibility to maintain its secrecy and who will restrict disclosure of and access to such information to persons with a need to know.

No Party may use Confidential Information for any other purpose than for the Project or this Agreement, nor may a Party disclose Confidential Information of another Party or of the Team, without the prior agreement in writing of the Party or of the Team, as the case may be, during the period of this Agreement and for two (2) years after the termination of this Agreement, unless:

- a) The Confidential Information is in the public domain at the time of the disclosure other than as a result of any breach of this Agreement by the recipient Party; or,
- b) The recipient Party establishes that it had the Confidential Information prior to receipt of such information from the other Party; or,
- c) The Confidential Information was received from a third party not bound by a confidential obligation related to it; or
- d) The Confidential Information is required by law to be disclosed.

The Parties acknowledge that damages may be inadequate compensation for breach of this Article 32. If a Party shows a breach of this Article 32, that Party may restrain, by injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this Article 32.

A Party may only make public announcements or statements relating to the Project and the other Parties at any time in the form and on the terms previously agreed by the Parties in writing and, where applicable, by the Owner.

### **ARTICLE 33: INTELLECTUAL PROPERTY**

For this Agreement, "Intellectual Property" means all present and future rights conferred by statute, common law or in equity in any country of the world in or in relation to copyrights (including usage rights), trademarks (registered and unregistered), designs (registered, including applications, and unregistered), patents (including applications), circuit layouts, plant varieties, business and domain names, inventions, trade secrets and other results of intellectual property.

Each of the Parties acknowledge that:

- a) Any Intellectual Property in another Party's Intellectual Property or Confidential Information is and remains at all times the exclusive property of the other Party at and from the time of its creation;
- b) It has no right, title or interest in the other Party's Intellectual Property or Confidential Information; and
- c) Any Intellectual Property that is created by the Parties in the preparation of the Proposal will be jointly owned by the Parties.

### **ARTICLE 34: MISCELLANEOUS**

Each Party acknowledges that every other Party is a government contractor and a company of high moral and ethical standards. As such, the Parties are prohibited from providing, either directly or indirectly, gifts or entertainment to employees of any federal, state, county or city governmental entity. During a competition for a public contract, the Parties are also prohibited from receiving competition sensitive or other information not available to all competing contractors. Each Party agrees that it shall at all times comply fully with applicable federal, state, county and city laws and regulations and industry codes of conduct governing ethical business practices. In addition, no Party shall seek to obtain or use any competitor sensitive information, or any other information which is not readily available to all competing consultants.

The Parties agree that they shall not pay, promise, offer or authorize payment of anything of value (in any form) to any person or organization either directly or indirectly (through an agent, representative, subcontractor or other third party) to obtain or retain business without notifying the other Parties in writing; and, in no event whenever such payment,

promise, offer or authorization is contrary to applicable law. The Parties agree to comply with all applicable laws and regulations.

The agreement of the Parties to work together on this Project includes their subsidiaries, related or affiliated entities. Subject to the terms of this Agreement, the Parties shall work exclusively together until the receipt of a notice from the Owner that the Statement of Qualifications or Proposal is not successful, or upon mutual agreement in writing between the Parties to waive the exclusivity provisions of this Agreement.

Any publicity or advertising in connection with the Project as a result of this Agreement shall not be released by any Party if such release mentions the name of any other Party without the prior written consent of such Party. No Party shall unreasonably withhold such consent.

The Parties agree that Owner may require disclosure of this Agreement.

Each Party shall keep the other Parties fully and promptly informed of all events and matters affecting or relating to this Agreement and shall promptly give all relevant information and cooperation reasonably requested by the other Party/ies.

The failure of any Party to enforce or to require performance by the other Party/ies of any of the provisions of this Agreement will not be construed to be a waiver of such provision, affect the validity of this Agreement or any of its parts, or jeopardize the right of any Party thereafter to enforce each and every provision of this Agreement.

This Agreement is not assignable by any Party.

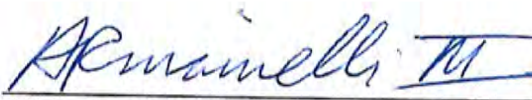
**[Signature Page to Follow]**

**IN WITNESS WHEREOF** the Parties hereto have affixed the signatures of their officers duly authorized in that behalf.

**Barletta Heavy Division, Inc.**

By:   
Name: Vincent F. Barletta  
Title President

**Aetna Bridge Company**

By:   
Name: Hugo R. Mainelli, III  
Title President



## EXHIBIT A

### WORKING CAPITAL GUIDELINES

#### **Initial Capital Investment**

It is the intention of the Joint Venture to operate with enough capital to maintain its ability to make accounts payable and subcontractor payments. To this end, the Joint Venture should be initially funded with a minimum amount of capital to meet the forecast initial obligations. A funding level of 2% of the initial contract value shall be the minimum amount of initial capital. For jobs that expect to buy/salvage the equipment used by the joint venture, the financing of this equipment will dictate an even larger initial capital investment. While the capital investment will normally be in the form of cash, for capital intensive projects the contribution of capital can take the form of capital equipment. The value of the contributed equipment should be determined by an independent third-party appraisal. While this standard is a guide, the partners are encouraged to agree on appropriate amount for each specific job on a case-by-case basis due to the risk profile, contingency level or fee economics of the joint venture.

#### **Investment of Surplus Working Capital**

As part of the daily treasury management of bank balances, any excess cash will be invested in highly liquid marketable securities, subject to Executive Committee approval of security types. While commercial paper is the predominant investment vehicle utilized, jumbo certificates of deposits and money market accounts are also available to the Joint Venture. These investments are segregated from investments by the Parties and interest is credited to the general joint venture bank account upon maturity. Investment durations can range from overnight to less than a year.

#### **Return of Capital and Profits**

Under most circumstances, **NO** profits are to be disbursed by the Joint Venture until substantial completion is achieved by the joint venture. Upon substantial completion and the agreement of the Executive Committee, up to seventy-five percent (75%) of the then-expected profits of the Joint Venture may be paid out to the Parties. This disbursement will only be authorized if it would not negatively affect the on-going operations of the Joint Venture. If a job has reached 50% completion and the net cash flow exceeds 200% of the initial capital contribution for the job, the Joint Venture may distribute up to fifty percent (50%) of the then-expected profits of the Joint Venture. This disbursement would be limited by the available cash flow in excess of the 200% limit.

Upon final payment and acceptance of the Joint Venture's work, the remaining profit may be disbursed by the Joint Venture. Once all obligations have been paid by the Joint Venture, the initial capital investment will be returned to the Parties.

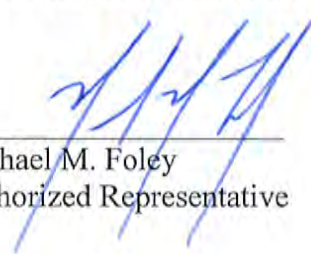


## Barletta/AETNA I-195 Washington North Phase 2 JV

40 Shawmut Road, Suite 200 • Canton, MA 02021-1409  
781-821-6222 voice • 781-821-7444 fax

Re: Technical Proposal - Best Value Design Build Procurement  
Bridge Group 57T-10: I-195 Washington North Phase 2 Bid# 7611889

The Barletta/AETNA I-195 Washington Bridge North Phase 2 Joint Venture hereby acknowledges receipt of the Request for Proposal and all issued Addenda.

  
\_\_\_\_\_  
Michael M. Foley  
Authorized Representative

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF TRANSPORTATION  
TWO CAPITOL HILL  
PROVIDENCE, RI 02903

FORM A  
PROPOSAL LETTER

The undersigned hereby declares to have carefully examined the annexed form of the Contract and exhibits therein and also the sites upon which the Work is to be performed.

The undersigned proposes to furnish all labor, materials, and equipment required for **Best Value Design-Build Services for Interstate Route 195 Washington North Phase 2; Bridge Group 57T-10** ("Project") for the Rhode Island Department of Transportation ("RIDOT"), at the fixed price specified in the Price Proposal, subject to additions and deductions according to the terms of the Contract.

The undersigned also hereby declares that it is the only person interested in this Proposal; that it is made without any connection with any other persons making any Proposal for the same Work; that no person acting for, or employed by RIDOT is directly or indirectly interested in this Proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; and it is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit or to refrain from submitting a Proposal or to influence the Proposal of any other person or corporation and that this Proposal is made in good faith, without collusion or connection with any person proposing to perform the same Work. The undersigned declares that, with regard to the conditions affecting the work to be done and the labor and materials needed, this Proposal is based solely on his own investigation and research and not on reliance upon any plans, surveys, measurements, dimensions, calculations, estimates or representations of any employee, officer, or agent of RIDOT.

If the undersigned is a foreign corporation it agrees, in case this Proposal is accepted, to comply with the applicable provisions of R.I.G.L. C. 7-1.2, before the time for execution of the Contract, as hereinafter provided, occurs.

The undersigned agrees that if the Proposal is accepted by RIDOT, it shall furnish a Payment and Performance Bond for the full amount of the Contract price prior to contract award.

The undersigned agrees to commence work within fifteen (15) calendar days from the issuance of the Notice to Proceed unless otherwise ordered in writing by RIDOT; and it shall complete the entire Work, fully and acceptably, within the time periods set forth in the Contract.

The undersigned covenants that it has not employed or retained any company or person (other than a full time bona fide employee working for the undersigned) to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person (other than such an employee) any gift, fee, contribution, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

The undersigned warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereinafter defined, participates in or cooperates with an International boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by R.I.G.L. s. 28-5-7. If there shall be a breach in the warranty representation and agreement contained in this paragraph, then without limiting such other rights as it may have, RIDOT shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51 percent of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51 percent of the ownership interests of the undersigned, or which directly or indirectly owns at least 51 percent of the ownership interest of the undersigned.

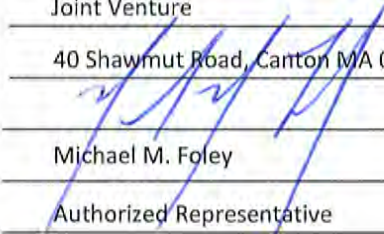
The undersigned agrees that the Technical Proposal shall remain valid until the Contract is fully executed or until the Contract is withdrawn and the Project cancelled by the State, whichever occurs first.

The undersigned declares that Michael M. Foley of Barletta Heavy Division, Inc. is authorized to negotiate and execute the contract on behalf of the Joint Venture.

The undersigned declares that the individual listed below will respond to the State's request for additional information.

**Name:** Michael M. Foley  
**Company:** Barletta Heavy Division, Inc.  
**Address:** 40 Shawmut Road  
**City/State:** Canton MA 02021-1409  
**Phone #:** 781-821-6222  
**email:** estimating@barlettaco.com

**This Proposal includes the following Addenda:** 1, 2, 3, 4

Name of Proposer: Barletta-Aetna I-195 Washington North Phase 2 JV  
Type of Entity: Joint Venture  
Proposer's Address: 40 Shawmut Road, Canton MA 02021-1409  
Signature:   
Print Name: Michael M. Foley  
Title: Authorized Representative



CONSENT OF DIRECTORS IN LIEU OF MEETING

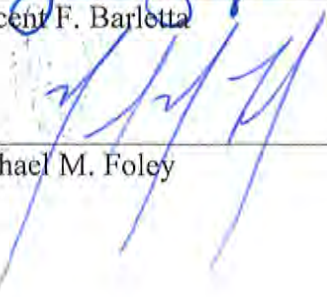
**We the Undersigned**, being all the Directors of Barletta Heavy Division, Inc. (the "Corporation") who would be entitled to vote upon the resolutions hereinafter set forth at a formal meeting of the Directors of said Corporation held for the purpose of acting upon such resolutions, do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the Directors of said Corporation:

1. RESOLVED: that the final form of proposal provided to the Corporation by the State of Rhode Island DOA/DOT (the "Owner") for the project known as Bid#7611889, Best Value Design Build Bridge Group 57T-10 I-195 Washington North Phase 2, Providence, Rhode Island (hereinafter the "Proposal") is hereby approved, and that Vincent F. Barletta, President of the Corporation and Michael M. Foley, Vice President of the Corporation are, and each individually is, authorized and instructed, for and in the name of this Corporation, to execute and deliver the Proposal in the final form provided to the Corporation by the Barletta/AETNA I-195 Washington Bridge North Phase 2 JV (the "Proposer"), such approval to be conclusively evidenced by the execution and delivery thereof.
2. RESOLVED, that Vincent F. Barletta, President of the Corporation and Michael M. Foley, Vice President of the Corporation are, and each individually is, authorized to do and perform any and all such acts, including execution and delivery of any and all documents and certificates of the Proposal, and as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.
3. RESOLVED, that Vincent F. Barletta, President of the Corporation and Michael M. Foley, Vice President of the Corporation are, and each individually is, authorized in the name of and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, and to take such further actions, as such officer may approve as necessary or desirable to carry out the purposes of the foregoing resolution and all such actions shall be valid and binding upon the Corporation.

**In Testimony Whereof**, witness our hands and seals as of this first day of July 2021.

DIRECTORS:

  
\_\_\_\_\_  
Vincent F. Barletta

  
\_\_\_\_\_  
Michael M. Foley

A True copy, Attest:

By: Vincent F. Barletta, Clerk

Barletta Heavy Division, Inc.

40 Shawmut Road, Suite 200

Canton, MA 02021

State of Incorporation: Massachusetts

Dated: July 1, 2021

I hereby certify that I am the clerk of Barletta Heavy Division, Inc. (the "Corporation"), that Vincent F. Barletta is the President of the Corporation, that Michael M. Foley is the Vice President of the Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

  
\_\_\_\_\_  
Vincent F. Barletta, Clerk

CONSENT OF DIRECTORS IN LIEU OF MEETING

**We the Undersigned**, being all the Directors of Aetna Bridge Company (the "Corporation") who would be entitled to vote upon the resolutions hereinafter set forth at a formal meeting of the Directors of said Corporation held for the purpose of acting upon such resolutions, do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the Directors of said Corporation:

1. **RESOLVED**: that the final form of proposal provided to the Corporation by the State of Rhode Island DOA/DOT (the "Owner") for the project known as Bid#7611889, Best Value Design Build Bridge Group 57T-10 I-195 Washington North Phase 2, Providence, Rhode Island (hereinafter the "Proposal") is hereby approved, and that Hugo R. Mainelli III, President of the Corporation and Jeffrey A. Bostock, Vice President of the Corporation are, and each individually is, authorized and instructed, for and in the name of this Corporation, to execute and deliver the Proposal in the final form provided to the Corporation by the Barletta/AETNA I-195 Washington Bridge North Phase 2 JV (the "Proposer"), such approval to be conclusively evidenced by the execution and delivery thereof.
2. **RESOLVED**, that Hugo R. Mainelli III, President of the Corporation and Jeffrey A. Bostock, Vice President of the Corporation are, and each individually is, authorized to do and perform any and all such acts, including execution and delivery of any and all documents and certificates of the Proposal, and as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.
3. **RESOLVED**, that Hugo R. Mainelli III, President of the Corporation and Jeffrey A. Bostock, Vice President of the Corporation are, and each individually is, authorized in the name of and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, and to take such further actions, as such officer may approve as necessary or desirable to carry out the purposes of the foregoing resolution and all such actions shall be valid and binding upon the Corporation.

**In Testimony Whereof**, witness our hands and seals as of this 11th day of June 2021.

DIRECTORS:



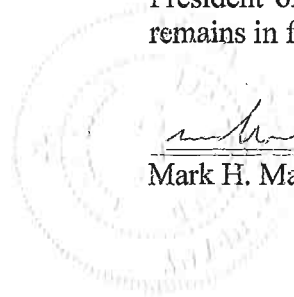
Hugo R. Mainelli III

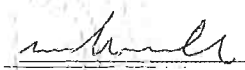


Jeffrey A. Bostock

A True copy, Attest:  
By: Mark H. Mainelli, Clerk  
Aetna Bridge Company  
100 Jefferson Blvd., Suite 100  
Warwick, RI 02888  
State of Incorporation: Rhode Island  
Dated: June 11, 2021

I hereby certify that I am the clerk of Aetna Bridge Company (the "Corporation"), that Hugo R. Mainelli III is the President of the Corporation, that Jeffrey A. Bostock is the Vice President of the Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.



  
\_\_\_\_\_  
Mark H. Mainelli, Clerk



Bid #: 7611889

Best Value Design Build  
 Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM B**  
**INDUSTRIAL SAFETY RECORD**

This information must include all construction work undertaken in the United States by the Proposer and each participant performing construction related work. Data shall be submitted for each partnership, joint venture, corporation, limited liability company or individual firm. The Proposer may be requested to submit additional information or explanation of data which RIDOT may require for evaluating the Safety Record.

1. Total Hours Worked By All Employees	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

Newly formed Joint Venture - no historical data

2. Total Number of Deaths *	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

3. Total Number of Cases with Days away from Work	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

4. Total Number of Cases w/Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

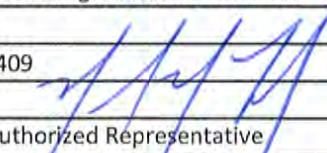
5. Total number of Other Recordable Cases	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

6. Total Number of Days Away From Work	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

7. Total Number of Days of Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

8. Worker's Compensation Experience Modifier	2020	2019	2018	2017	2016	TOTAL
Nationwide						
Rhode Island						

The above information was compiled from the records that are available to me at this time. I declare under penalty that the information is true and accurate within the limits of those records.

**Name of Company** Barletta-Aetna I-195 Washington North Phase 2 JV  
**Address** 40 Shawmut Road  
**City/State/Zip Code** Canton MA 02021-1409  
**Signature**   
**Name, Title** Michael M. Foley, Authorized Representative



Bid #: 7611889

Best Value Design Build  
 Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM B**  
**INDUSTRIAL SAFETY RECORD**

This information must include all construction work undertaken in the United States by the Proposer and each participant performing construction related work. Data shall be submitted for each partnership, joint venture, corporation, limited liability company or individual firm. The Proposer may be requested to submit additional information or explanation of data which RIDOT may require for evaluating the Safety Record.

1. Total Hours Worked By All Employees	2020	2019	2018	2017	2016	TOTAL
Nationwide	381	104	123	104	171	883,000
Rhode Island	41	30	11	0	0	82,000

2. Total Number of Deaths *	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

3. Total Number of Cases with Days away from Work	2020	2019	2018	2017	2016	TOTAL
Nationwide	4	1	3	1	1	10
Rhode Island	0	0	0	0	0	0

4. Total Number of Cases w/Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

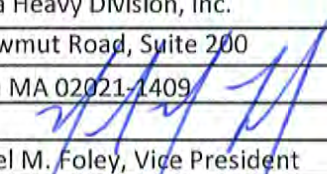
5. Total number of Other Recordable Cases	2020	2019	2018	2017	2016	TOTAL
Nationwide	3	2	2	2	2	11
Rhode Island	0	0	0	0	0	0

6. Total Number of Days Away From Work	2020	2019	2018	2017	2016	TOTAL
Nationwide	247	42	362	104	60	815
Rhode Island	0	0	0	0	0	0

7. Total Number of Days of Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

8. Worker's Compensation Experience Modifier	2020	2019	2018	2017	2016	TOTAL
Nationwide	0.95	0.87	0.84	0.78	0.91	
Rhode Island	0.95	0.87	0.84	0.78	0.91	

The above information was compiled from the records that are available to me at this time. I declare under penalty that the information is true and accurate within the limits of those records.

**Name of Company** Barletta Heavy Division, Inc.  
**Address** 40 Shawmut Road, Suite 200  
**City/State/Zip Code** Canton MA 02021-1409  
**Signature**   
**Name, Title** Michael M. Foley, Vice President



Bid #: 7611889

Best Value Design Build  
 Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM B**  
**INDUSTRIAL SAFETY RECORD**

This information must include all construction work undertaken in the United States by the Proposer and each participant performing construction related work. Data shall be submitted for each partnership, joint venture, corporation, limited liability company or individual firm. The Proposer may be requested to submit additional information or explanation of data which RIDOT may require for evaluating the Safety Record.

1. Total Hours Worked By All Employees	2020	2019	2018	2017	2016	TOTAL
Nationwide	194,578	223,458	172,387	154,522	236,784	981,729
Rhode Island	164,224	178,281	128,173	120,507	93,304	684,489

2. Total Number of Deaths *	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

3. Total Number of Cases with Days away from Work	2020	2019	2018	2017	2016	TOTAL
Nationwide	6	8	5	7	9	35
Rhode Island	6	8	4	4	0	22

4. Total Number of Cases w/Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide	3	3	2	1	8	17
Rhode Island	3	3	1	1	0	8

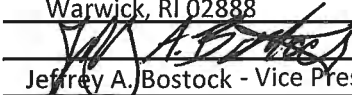
5. Total number of Other Recordable Cases	2020	2019	2018	2017	2016	TOTAL
Nationwide	5	9	3	3	9	29
Rhode Island	5	9	3	1	1	19

6. Total Number of Days Away From Work	2020	2019	2018	2017	2016	TOTAL
Nationwide	211	318	154	257	189	1129
Rhode Island	211	318	140	226	0	895

7. Total Number of Days of Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide	10	134	50	242	95	531
Rhode Island	10	134	43	242	0	429

8. Worker's Compensation Experience Modifier	2020	2019	2018	2017	2016	TOTAL
Nationwide	1.02	.88	.78	1.05	1.02	4.75
Rhode Island	1.02	.88	.78	1.05	1.02	4.75

The above information was compiled from the records that are available to me at this time. I declare under penalty that the information is true and accurate within the limits of those records.

**Name of Company** Aetna Bridge Company  
**Address** 100 Jefferson Blvd. Suite 100  
**City/State/Zip Code** Warwick, RI 02888  
**Signature**   
**Name, Title** Jeffrey A. Bostock - Vice President of Construction



Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM C**  
**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, 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 the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under laws of the United States.

To the: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF  
TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of Massachusetts

County of Norfolk

I, Michael M. Foley, Authorized Representative, under penalty under the laws of the  
Name Title

United States, do depose and say:

On half of Barletta-Aetna I-195  
Washington North Phase 2 JV, of Canton, Massachusetts that said Contractor  
Company name City and State

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 Rhode Island

Contract Number: 2021-DB-020 RIFAP: BHO-0700(006)

County of Providence, Cities of Providence & East Providence, Bridge Group 57T-10 Washington North Phase 2

Signature  Date July 2, 2021  
Michael M. Foley, Authorized Representative



Bid #: 7611889

**FORM C**  
**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, 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 the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under laws of the United States.

To the: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF  
TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of Massachusetts

County of Norfolk

I, Michael M. Foley, Vice President, under penalty under the laws of the  
Name Title

United States, do depose and say:

On half of Barletta Heavy Division, Inc., of Canton MA that said Contractor  
Company name City and State

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 Rhode Island

Contract Number: **2021-DB-020** RIFAP: **BHO-0700(006)**

County of Providence, Cities of Providence & East Providence, Bridge Group 57T-10 Washington North Phase 2

Signature  Date July 2, 2021  
Michael M. Foley, Vice President

Bid #: 7611889

**FORM C**  
**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, 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 the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under laws of the United States.

To the: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF  
TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of Rhode Island

County of Kent

I, Jeffrey A. Bostock, Vice President of Construction, under penalty under the laws of the  
Name Title

United States, do depose and say:

On half of Aetna Bridge, of Warwick, Rhode Island that said Contractor  
Company name City and State

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 Rhode Island

Contract Number: 2021-DB-020 RIFAP: BHO-0700(006)

County of Providence, Cities of Providence & East Providence, Bridge Group 57T-10 Washington North Phase 2

Signature J.A. Bostock Date 6-11-21

Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM D

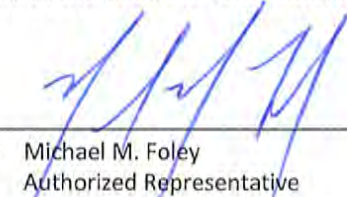
HEALTH AND SAFETY CERTIFICATION

I, Michael M. Foley, authorized signatory for Barletta-Aetna I-195 Washington North Phase 2 JV

whose principal place of business is at 40 Shawmut Road, Canton MA 02021-1409

hereby agree that it is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that Laborers or Mechanics employed in performance of this contract will not be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under construction and health standards (29, CFR Part 1910 and Part 1926).

The undersigned also hereby certifies that they will comply with the applicable OSHA standards and Section 107 of the Contract Work Hours and Safety Standards Act.

  
\_\_\_\_\_  
Signature Michael M. Foley Date 7/02/2021  
Authorized Representative




Bid #: 7611889

**FORM E**

**CERTIFICATION FOR DUMPING FACILITIES**

I, Michael M. Foley authorized representative of Barletta-Aetna I-195 Washington North Phase 2 JV certify that it has adequate dumping facilities at the locations listed below. Such facilities will be used in connection with work undertaken on this contract and that such use will be in compliance with applicable Federal, State and local laws/regulations.

Category	Facility	Address	Price	Unit
In-State Unlined Landfill	Central Landfill	65 Shun Pike Johnston RI 02919	\$ 25.00	/ton
In-State Lined Landfill	Central Landfill	65 Shun Pike Johnston RI 02919	\$ 50.00	/ton
Non-RCRA Out of State Lined Landfill	Turnkey Landfill	90 Rochester Neck Road Rochester NH 03839	\$ 73.00	/ton
RCRA Landfill	Chemical Waste Management	Highway 17 North, Mile Marker 163 Emelle AL 35459	\$ 172.00	/ton
Out of State Landfill	Turnkey Landfill	90 Rochester Neck Road Rochester NH 03839	\$ 73.00	/ton
In-State Recycling Facility	Ondricks Materials & Rec., LLC	22 Industry Road Chicopee MA 01020	\$ 50.00	/ton
Stabilization Treatment	Signaterra Environmental	175 chemin de la Cabane-Ronde Masouche Quebec Canada J7K0P1	\$ 185.00	/ton

Signature:  Date: July 2, 2021  
 Name of Bidder: Michael M. Foley, Authorized Representative  
Barletta-Aetna I-195 Washington North Phase 2 JV  
 Address: 40 Shawmut Rd., Canton MA 02021





Bid #: 7611889

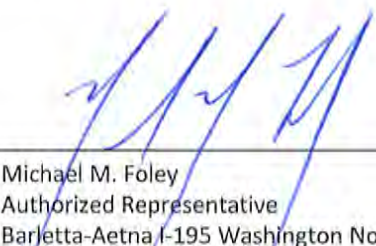
Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

## FORM F

### RI HAZARDOUS SUBSTANCES RIGHT-TO-KNOW ACT (RIGL 28-21) CERTIFICATION

The undersigned hereby certifies that it will comply with the Rhode Island Hazardous Substances Act and shall:

1. Obtain Material Safety Data Sheets (MSDS) for all substances or mixtures of substances which appear on the Rhode Island Hazardous Substance List that it or any of its Subcontractors brings to or utilizes on the work site and will keep a copy of the MSDS on the project work site.
2. Label each container of a substance or mixture of substances on the Rhode Island Hazardous Substance List.
3. Provide the same required training and instruction to RIDOT employees who also may be exposed to the substances or mixture of substances. Training shall include instruction on the nature and effects of any substance or mixture of substances listed on the Rhode Island Hazardous Substance List which the undersigned or any of its Subcontractors brings to or uses on the project site.
4. Provide to RIDOT employees on the project site the same Personal Protective Equipment that the undersigned or any of its Subcontractors provides to its employees.

  
\_\_\_\_\_  
Signature Michael M. Foley Date 7/02/2021  
Authorized Representative  
Barletta-Aetna I-195 Washington North Phase 2 JV



DIESEL RETROFIT DATA

TYPE	YR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
<b>Excavator</b>					
D.O.C.-OK	02	Komatsu	PC400L C-6 (T1)	36"5/4" Bkcts, JRB Cplr, Plmbd	A85186
D.O.C.-OK	03	Komatsu	PC228USLC-3 (T2)	18"-42"-60"Bckts/ JRB Cplr / Swng	21515
D.O.C.	02	Gradall	XL 5200 (T1)	Plmbd, Dg & Cln Up Bckt	527149
D.O.C.-OK	04	Komatsu	PC308USLC-3 (T2)	24"-48" Bckts / Plmbd	20139
29 H.P.	04	Komatsu	PC35MR-2	18"-36"Bckt/ Plmbd	5205
29 H.P.	04	Komatsu	PC35MR-2	18"-36"Bckt/ Plmbd	6037
D.O.C.-OK	04	Gradall	XL 3300 (T2)	RIGr / 30"-60" Bckts / Fm Fild Trs	210017509
D.O.C.-OK	04	Komatsu	PC308USLC-3 (T2)	Plumbed, 24"-48" Bucket	20170
D.O.C.-OK	05	Komatsu	PC300L C-7 (T2)	24"-48"-72" Bckts	A86573
29 H.P.	05	Komatsu	PC35MR-2	12"-18"-36"Bckt/ Plmbd / Railgear	6660
D.O.C.-OK	05	Caterpillar	330CL (T2)	30"-48" Bckt/Plmbd	DKY03618
D.O.C.-OK	06	Komatsu	PC78US-6 (T1)	18"-30"-48"(Swng)Bckt/Plmbd	8192
D.O.C.-OK	06	Komatsu	PC400L C-7 (T2)	36"-54" Bckts, Plmbd, Cplr, Grapple	A86815
29 H.P.	06	Komatsu	PC35MR-2	12"-18"-36" Bckt / Plmbd	8377
29 H.P.	06	Komatsu	PC35MR-2	18"-36" Bckt / Plmbd	8365
29 H.P.	06	Komatsu	PC35MR-2	12"-18"-36" Bckt / Plmbd / Railgear	8173
D.O.C.-OK	06	Komatsu	PC78US-6 (T1)	12"-18"-30"-48"(Swng)Bckt/Plmbd	8572
8.7 H.P.	08	Komatsu	PC9	10"-14" Bckt	13529
D.O.C.-OK	11	Volvo	ECR235CL	24"-42"-60"(Swng)Bckt / Plmbd	110465
T4	13	Komatsu	PC138USLC-10	18"-36"-48" Swinger, Plmbd, Cplr	40281
T4	14	Caterpillar	308E2 CRSB	18"-30"-48" Tilt, Plmbd	TMX01041
T4	14	Caterpillar	308E2 CRSB	18"-30"-48" Tilt, Plmbd	TMX01117
T4	14	Komatsu	PC138USLC-10	24"-36"-60" Swinger, Plmbd, Cplr	40499
D.O.C. - OK	14	Caterpillar	M322D	24"-36"-60", Wn Ry, Foam Filled	P2T00268
T4I	15	Komatsu	PC138USLC-10	18"-36"-48" Swinger, Plmbd, Cplr	40587
D.O.C.-OK	14	Volvo	ECR305 CL	30"-42"-60" Swinger, Frnt Blade, Cplr	110458
D.O.C.-OK	14	Caterpillar	328 D L CR	24"-48"-60" Swinger, Plmbd, Cplr	RMX01001
T4I	15	Komatsu	PC228L C-10	18"-42"-60"Bckts/ JRB Cplr / Pmbd	1541
T4F	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr, Roadliner Track	50297
T4F	16	Komatsu	PC490LC-11	36"-54"Bckt, Cplr, Plmbd	A41440
T4F	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50053
T4F	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50528
T4F	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Railgear	30193
T4F	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Thumb, Railgear	30199
T4F	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Thumb, Railgear	30210
T4F	16	Gradall	XL4300 V	15"-42"-60"-72" Bckt, 40" Pvmnt Rmvl Bckt	4300000117
T4F	16	Gradall	XL3300 V	Rail, 30"-60" Bckt, Plmbd, Rngvst Ready, Fm Filled Trs	3300000777
T4F	16	Gradall	XL3300 V	Rail Ready Pckg, Mdfd Trntble, 30"-60" Bckt, Plmbd	3300000778
T4I	17	Komatsu	PC228USLC-10	24"-42"-60" Swinger, Plmbd, Cplr	2759
D.O.C.-OK	16	Volvo	ECR305 CL	30"-48"-72" Swinger, Plmbd, Cplr	110706
T4F	17	Caterpillar	M317F (Red/Orange)	24"-36"-60" Swinger, Plmbd, Cplr, Foam Fild Tire (7.026)	F6P00380
T4F	17	Gradall	XL4300 V	15"-42"-60"-72" Bckt, 40" Pvmnt Rmvl Bckt	4300000119
T4I	14	Volvo	EW210D	24"-42"-60" Swinger, Plmbd, Foam Filled Tire	220090
T4F	17	Komatsu	PC360LC-11	24"-48"-72", Plmbd, Cplr	A35823
T4F	17	Caterpillar	M322F	24"-36"-60"Swinger, Plmbd, Foam Filled	FBW00150
T4F	18	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	51489
T4F	18	Komatsu	PC88MR-10	18"-30"-48" Swinger, Plmbd, Cplr, Rbbr Trck	8074
T4F	18	Komatsu	PC35MR-5	12"-18"-36" Swinger, Hyd Thmb, Cplr, Rbbr Trck	30835
T4F	18	Komatsu	PC35MR-5	12"-18"-36" Swinger, Hyd Thmb, Cplr, Rbbr Trck	30845
T4F	18	Komatsu	PC308USLC-3 (T3)	24"-48"-60" Swinger, Plmbd, Cplr	30476
D.O.C.-OK	18	Komatsu	PC800LC-8	54"-72", Coupler	65356
T4F	18	Caterpillar	M317F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled	F6P00483
T4F	18	Caterpillar	M317F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled	F6P00578
T4F	18	Caterpillar	M322F	24"-36"-60" Swinger, Plmbd, Cplr	FBW00230
T4F	18	Caterpillar	M322F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled	FBW00258
T4F	18	Gradall	XL 4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear (7.071) / (2) Piece Wheel	4330R00101
T4F	18	Gradall	XL 4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear (7.060) / (2) Piece Wheel	4330R00102
T4F	19	Gradall	XL 4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear (7.041) / (2) Piece Wheel	4330R00106
T4F	19	Gradall	XL 4330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear (7.065)	4330R00108
T4F	19	Gradall	XL 4330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear (7.084) / (2) Piece Wheel	4330R00107
T4F	20	Gradall	XL4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear, Fm Fild Tires (7.059)	4330R00111
T4F	20	Caterpillar	M317F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled Tire (7.073)	F6P00775
T4F	20	Gradall	XL3330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear, Fm Fild Tires (7.005)	3330R00101
T4F	20	Gradall	XL3330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear, Fm Fild Tires (7.066)	3330R00102
T4F	19	Caterpillar	303.5 E2	20"-47" Swinger, Plmbd, Cplr, Thumb	JWY05364
<b>Dozer / Grader</b>					
D.O.C.-OK	98	Caterpillar	D6R XL (T1)	High Track	09BM00653
D.O.C.-OK	98	Caterpillar	D95M-LGP (T1)	Low Gmd Prsr, Wide Trck	08AS00262
D.O.C.-OK	01	JD	450H (T1)	Enclosed Cab	TC450HX899677
T4I	14	Caterpillar	D6K LGP	Low Gmd Prsr, Wide Trck, Automated, 12' Width Blade	RST00955
T4I	14	Caterpillar	D6K LGP	Low Gmd Prsr, Wide Trck, Automated, 12' Width Blade	RST01206
<b>Loaders</b>					
D.O.C.-OK	99	Caterpillar	956G (T1)	Coupler, Forks	035W00383
D.O.C.-OK	01	John Deere	270 (T1)	Fm Fild Trs, Quck Cplr, Erops	271310
D.O.C.-OK	04	Volvo	L120 (T2)	4.5 Yd. Bckt/Coupler/Forks	L120EV64521
D.O.C.-OK	06	Volvo	L220E (T3)	Cplr, Frks, Mill Hndng Arm, 7.5 Yd Bck	L220E3V4483
D.O.C.-OK	07	Komatsu	WA500-6 (T1)	Cplr, Frks, Mill Hndng Arm, 7.5 Yd Bck	A92065
T4I	12	Komatsu	WA380-7	4 Yd. Bckt / Forks / Mat. Hand. Arm / Cplr	10064
T4I	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64393
T4I	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64400
T4I	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64436
T4I	15	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64528
T4I	15	Komatsu	WA470-7	5 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A47164
T4I	15	Caterpillar	938K	3.8 Yd Bckt / 60" Forks / Cplr / Material Hand Arm	SWL03692
T4	15	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	ETL00581
T4	15	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200272
T4	16	Caterpillar	966M	5.25 Yd Bckt/72" Frks/Mat. Hand. Arm/Cplr	KJP01206
T4	16	Komatsu	WA380-8	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A74039
T4	16	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200445
T4	16	Caterpillar	226D	Quck Cplr, Erops	HRD01451
T4	17	Caterpillar	938M	3.8 Yd. Bckt / 60" Forks / Cplr / Material Hand Arm	J3R04535
T4	16	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200446
T4	18	Caterpillar	272 D	Fm Fild Trs, Quck Cplr, Erops	BL201143
T4	18	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200874
<b>Backhoes</b>					
D.O.C.-OK	97	Caterpillar	416C IT (T0)		01WR00620
T4I	12	Caterpillar	430F IT	Coupler, Plumbed, 18"-24"-48"Bckts	RGS00210
T4I	14	Caterpillar	420F IT	Cplr Plmbd, Hyd Angle Brm, 12"-24"-48" Bckt	JWJ02639
<b>Cranes</b>					
D.O.C.-OK	97	Tadano	TR500XL	50 Ton Rough Terrain	540222
D.O.C.-OK	99	Tadano	TR500XL	50 Ton Rough Terrain	540263
D.O.C.-OK	99	Tadano	TR500XL-3	50 Ton Rough Terrain	540264
D.O.C.-OK	01	Tadano	TR500XL-3	50 Ton Rough Terrain	540286
<b>Trucks</b>					
D.O.C.-OK	97	Volvo	A35C (T1)	6 X 6, Articulated, Tailgate	60165
D.O.C.-OK	97	Volvo	A35C (T1)	6 X 6, Articulated, Tailgate	60033
D.O.C. - OK	09	Kubota	RTV900T6-H	Utility Vehicle w/Aux Valve	99495
D.O.C. - OK	10	Kubota	RTV900T9-H	Utility Vehicle w/Auxiliary Valve, Snp/Pw	A3379
D.O.C. - OK	10	Kubota	RTV900T9-H	Utility Vehicle	A1933
D.O.C. - OK	12	Kenworth	T370	Fuel Truck w/2,700 Gallon Tank (184807)	2NKHHN7X8BM292707

This information is correct and accurate as of the date of this signature and is signed under penalty of perjury

Michael M. Foley, Authorized Representative

July 2, 2021

Bid #: 7611889

**FORM H**  
**GUARANTY**

This form has intentionally been left blank and will not be used

Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM I**

**BUY AMERICA CERTIFICATION**

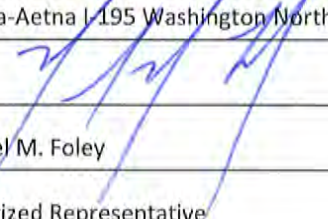
The bidder must submit the appropriate Buy America certification below with its Proposal. Proposals that do not include the completed certification will be deemed non-responsive.

**In accordance with 49 C.F.R. § 661.6 Certification Requirements for procurement of steel, iron, or manufactured products, complete the certifications below:**

Certification requirement for procurement of steel, iron, or manufactured products

**Certificate of Compliance with Buy America Requirements [49 U.S.C. 5323(j)(1)]**

The undersigned hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company Name: Barletta-Aetna I-195 Washington North Phase 2 JV  
Signature:   
Printed Name: Michael M. Foley  
Title: Authorized Representative  
Date: July 2, 2021

**OR**

**Certificate of Non-Compliance with Buy America Requirements [49 U.S.C. 5323(j)(1)]**

The undersigned hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2



## On-The-Job Training Acknowledgement & Statement of Compliance

FORM J

<b>Project ID#</b>	2021-DB-020
<b>Project's Name</b>	Bridge Group 57T-10 I-195 Washington North Phase 2
<b>Contractor's Name</b>	Barletta-Aetna I-195 Washington North Phase 2 JV
<b>OJT Goal</b>	2,700 hrs

We have reviewed the OJT training requirements (Training Special Provisions) stated in the contract for the above noted project. Based on these requirements we acknowledge the following:

- We are responsible for submitting a *Contractor's Training Proposal* form to the Office of Civil Rights for approval within 10 calendar days of project starting.
- We must submit a *Trainee Registration Form* to RIDOT Office of Civil Rights, for approval, prior to trainee(s) starting to work on site.
- We must include approved trainee's job classification in all contract payrolls.
- We must submit the *Trainee Status Change* form to inform project Resident Engineer and RIDOT OCR of any changes in trainee status within 10 days of event occurring.
- We must provide *Trainee Weekly Time Sheets* to project RE throughout the entire life of the project.
- We must notify RIDOT project personnel, **daily**, of the presence of trainees at the worksite.
- We must submit *Monthly OJT Hours* reports to OCR to qualify for training reimbursement.
- We must provide trainee(s) with a *Certificate of Completion* with the type and amount of training hours when completed.
- We must abide to corresponding journeyman/trainee ratio.
- We must provide trainee the skills corresponding to the approved training classification.
- We must fully abide to contract's Training Special Provision regulating project mentioned above.

Contractor's EEO Officer (Name & Signature)  
Gena Mohan, Compliance Manager

July 2, 2021

Date

RIDOT OCR Representative (Name & Signature)

Date

Bid #: 7611889

Best Value Design Build  
 Bridge Group 57T-10 I-195 Washington North Phase 2

FORM K

RIDOT DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN

DBE Name	Address	Phone	Services to be Performed	DBE Construction Activity Percentage	DBE Design Activity Percentage
1 Applied Bio-Systems, Inc.	P.O. Box 985 West Kingston, RI 02892	401.783.6740	SWPPP monitoring/soil evaluations	Per the RFP, this is to be	4%
2 Bryant Associates, Inc.	640 George Washington Highway, Bldg C, Suite 100, Lincoln, RI 02865	401.834.1063	Survey	submitted by the DB	5%
3 Regina Villa Associates, Inc.	51 Franklin Street, Suite 400 Boston, MA 02110	617.357.5772	Public Outreach	Entity 14-days prior to any	1%
4 Welch Associates Land Surveyors, Inc.	218 North Main Street West Bridgewater, MA 02379	508.580.4696	Survey	construction activity.	2%
5					
6					
7					
8					
9					
10					
11					
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13					
14					
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16					
17					
18					
19					
20					

Signature:  Michael M. Foley, Authorized Representative  
 Proposer: Barletta/AETNA I-195 Washington Bridge North Phase 2 JV  
 Date: July 2, 2021



Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

# DBE Letter of Intent to Perform

## Form L

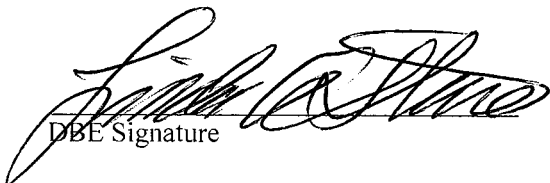
PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: APPLIED BID-SYSTEMS, INC.  
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV  
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.

  
DBE Signature

May 28, 2021  
Date



STATE OF RHODE ISLAND

NOV - 6 2020



Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
**Minority Business Enterprise Compliance Office**  
One Capitol Hill  
Providence, RI 02908-5860  
Office: (401) 574-8670  
RI Relay: 711  
[www.odeo.ri.gov](http://www.odeo.ri.gov)

October 28, 2020

Ms. Linda Steere  
Applied Bio-Systems, Inc.  
P.O. Box 985  
West Kingston, RI 02892

Dear Ms. Steere:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a WBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 111. Your company has been approved as a **WBE** for the following scope: **"environmental consultant, specializing in wetland delineation, environmental permitting, open space assessments, restoration, and soil evaluations"** firm under primary NAICS Code 541620 and additional NAICS Codes 541690, 541990.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **10/31/2021**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **10/31/2025**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



NOV - 3 2020

Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
**Minority Business Enterprise Compliance Office**  
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Providence, RI 02908-5860  
Office: (401) 574-8670  
RI Relay: 711  
www.odeo.ri.gov

October 28, 2020

Ms. Linda Steere  
Applied Bio-Systems, Inc.  
P.O. Box 985  
West Kingston, RI 02892

Dear Ms. Steere:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 111. Your company has been approved as a **DBE** for the following scope: **“environmental consultant, specializing in wetland delineation, environmental permitting, open space assessments, restoration, and soil evaluations”** firm under primary NAICS Code 541620 and additional NAICS Codes 541690, 541990.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **10/31/2021**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance

# DBE Letter of Intent to Perform

## Form L

PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: Bryant Associates, Inc.  
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV  
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.

  
DBE Signature

5/25/2021

Date

STATE OF RHODE ISLAND



Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
**Minority Business Enterprise Compliance Office**  
One Capitol Hill  
Providence, RI 02908-5860  
Office: (401) 574-8670  
RI Relay: 711  
[www.odeo.ri.gov](http://www.odeo.ri.gov)

April 16, 2021

Mr. Jeffrey Bryant P.E.  
Bryant Associates, Inc.  
640 George Washington Highway, Bldg C, Suite 100  
Lincoln, RI 02865

Dear Mr. Bryant:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as an MBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 2. Your company has been approved as an **MBE** for the following scope: "**multi-discipline engineering firm offering transportation, civil, site, structural, traffic, and marine engineering services, surveying and mapping, marine surveying, and construction management services**" firm under primary NAICS Code 541330 and additional NAICS Codes 236220, 237110, 237310, 237990, 541370, 541990.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **4/30/2022**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



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April 16, 2021

Mr. Jeffrey Bryant P.E.  
Bryant Associates, Inc.  
640 George Washington Highway, Bldg C, Suite 100  
Lincoln, RI 02865

Dear Mr. Bryant:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 2. Your company has been approved as a **DBE** for the following scope: **“multi-discipline engineering firm offering transportation, civil, site, structural, traffic, and marine engineering services, surveying and mapping, marine surveying, and construction management services”** firm under primary NAICS Code 541330 and additional NAICS Codes 236220, 237110, 237310, 237990, 541370, 541990.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,



Dorinda L. Keene  
Assistant Administrator – MBE Compliance

# DBE Letter of Intent to Perform Form L

PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: Regina Villa Associates, Inc.  
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV  
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.

  
\_\_\_\_\_  
DBE Signature

May 7, 2021  
\_\_\_\_\_  
Date

**\*Regina Villa Associates submitted its DBE certification renewal request to the DOA on May 25th and it is currently being processed.**



## STATE OF RHODE ISLAND



Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
**Minority Business Enterprise Compliance Office**  
One Capitol Hill  
Providence, RI 02908-5860  
Office: **(401) 574-8670**  
RI Relay: **711**  
**[www.odeo.ri.gov](http://www.odeo.ri.gov)**

June 30, 2020

Ms. Regina Villa  
Regina Villa Associates, Inc.  
51 Franklin Street, Suite 400  
Boston, MA 02110

Dear Ms. Villa:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a WBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 726. Your company has been approved as a WBE for the following scope: **"consulting firm specializing in public relations, public participation, marketing, graphic design, event management, video production, photography, survey research and training"** firm under primary NAICS Code 541910 and additional NAICS Codes 512110, 541430, 541490, 541611, 541613, 541820, 541922, 561920.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **6/30/2021**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **6/30/2023**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance

# STATE OF RHODE ISLAND



Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
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RI Relay: 711  
[www.odeo.ri.gov](http://www.odeo.ri.gov)

June 30, 2020

Ms. Regina Villa  
Regina Villa Associates, Inc.  
51 Franklin Street, Suite 400  
Boston, MA 02110

Dear Ms. Villa:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 726. Your company has been approved as a **DBE** for the following scope: **“consulting firm specializing in public relations, public participation, marketing, graphic design, event management, video production, photography, survey research and training”** firm under primary NAICS Code 541910 and additional NAICS Codes 512110, 541430, 541490, 541611, 541613, 541820, 541922, 561920.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **6/30/2021**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance



Bid #: 7611889

# DBE Letter of Intent to Perform Form L

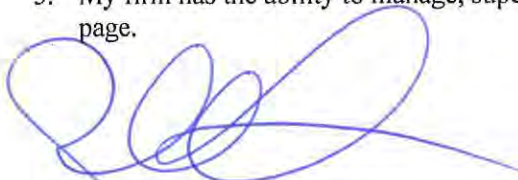
PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: Welch Associates Land Surveyors, Inc.  
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV  
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.



DBE Signature

May 6, 2021  
Date



## STATE OF RHODE ISLAND



Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
**Minority Business Enterprise Compliance Office**  
One Capitol Hill  
Providence, RI 02908-5860  
Office: (401) 574-8670  
RI Relay: 711  
[www.odeo.ri.gov](http://www.odeo.ri.gov)

March 30, 2021

Ms. Pamela Welch  
Welch Associates Land Surveyors, Inc.  
218 North Main Street  
West Bridgewater, MA 02379

Dear Ms. Welch:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a WBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 725. Your company has been approved as a **WBE** for the following scope: "**professional land surveyors, land surveying services, design and consulting services to architects, engineers, and general contractors; construction layout, boundry, title insurance, topographic, hydographic, land court subdivision, utility, wetland, GPS**" firm under primary NAICS Code 541370.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **4/30/2023**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



Department of Administration  
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY  
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March 30, 2021

Ms. Pamela Welch  
Welch Associates Land Surveyors, Inc.  
218 North Main Street  
West Bridgewater, MA 02379

Dear Ms. Welch:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 725. Your company has been approved as a **DBE** for the following scope: **“professional land surveyors, land surveying services, design and consulting services to architects, engineers, and general contractors; construction layout, boundry, title insurance, topographic, hydographic, land court subdivision, utility, wetland, GPS”** firm under primary NAICS Code 541370.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Dorinda L. Keene".

Dorinda L. Keene  
Assistant Administrator – MBE Compliance

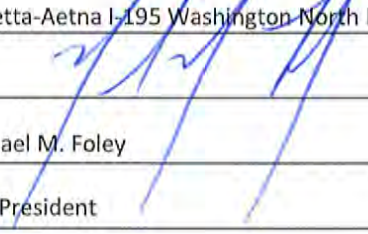
Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM M**

**AGREEMENT FOR ESCROW OF PROPOSAL DOCUMENTS**

I, Michael M. Foley, authorized signatory for Barletta-Aetna I-195 Washington North Phase 2 JV agree to abide by the requirements and provisions set forth in Section 103.8 *Escrow of the Bid Documentation* of RFP 7598876PH2 in order for the State to consider its Proposal in connection with the award of this Contract.

Company Name: Barletta-Aetna I-195 Washington North Phase 2 JV  
Signature:   
Printed Name: Michael M. Foley  
Title: Vice President  
Date: July 2, 2021



Bid #: 7611889

**FORM O**  
**STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORTATION**  
**DESIGN-BUILD STIPEND AGREEMENT**

THIS AGREEMENT is made by and between the State of Rhode Island Department of Transportation (the "RIDOT" or the "State"), an agency of the State of Rhode Island and Providence Plantations, and Barletta-Aetna I-195 Washington North Phase 2 JV (the "Proposer"), a corporation authorized to conduct business in the State of Rhode Island and the Providence Plantations. Said parties (the "Parties") agree as follows:

**Article 1 – Technical Proposals for the Design-Build Project**

In connection with the State's Request for Proposals ("RFP"), **BID # XXXXXX** for **Best Value Design-Build Services for Interstate Route 195 Washington North Phase 2 Bridge Group 57T-10** under Rhode Island Contract No. **2021-DB-020** (the "Project"), the State has solicited a Request for Technical Proposals ("RFPs"), from qualified bidders in accordance with said solicitation. Said Technical Proposals are essentially detailed descriptions of a design and plan for constructing the Project; said Technical Proposals are to be based on a basic, partial Project design (the "Basic Technical Concept" ("BTC") prepared by the State and shared with the Proposers prior to their submission of Project Proposals.

**Article 2 - Stipend Payment and Technical Elements**

Subsequent to the award of the contract, if a Proposer is not awarded the Design-Build Contract by the State, and if the Proposer has submitted a Technical Proposal and a Price Proposal to the State that are fully responsive to the RFP, accompanied by a fully-executed copy of this Stipend Agreement, and if a Proposer is one of the top two (2) scored Technical Proposals, aside from the Proposer awarded the Design-Build Contract, the State shall pay the Proposer a lump sum amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)** (the "Stipend") as compensation for the Proposer's work in preparing the Technical Proposal and for certain rights to use the information, language, ideas, visual representations and designs (the "Tech Elements") contained in said Technical Proposal. Those rights will include: The right of the State to use any or all of the Tech Elements (1) for the Project; (2) for any other State construction project, a contract for which is let under either Rhode Island state law or statutes, or which is contracted for pursuant to an emergency declaration; and (3) for any portion of the Project that may be withdrawn from the Project and let separately to a contractor other than the recipient of the award for the Project Contract. Insofar as any part or parts of the Tech Elements may be subject to copyright protection, each such part shall be deemed a work made-for-hire under the U.S. Copyright Act, and the copyright rights applicable to that part shall be deemed to belong to the State.

The Stipend shall also serve as consideration for the provision by the Proposer of these rights and protections for the State in connection with uses of the Tech Elements: The Proposer agrees that it will indemnify, defend, and hold harmless the State, its Departments, its officers, agents, and employees from any claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by the State in such connections, arising from any acts, actions, neglect, or omissions connected with the Proposer's duties or performance (including those of its agents, employees, and subcontractors) under this Agreement, or from the exercise by the State of its rights under this Agreement to make use of the Tech Elements. Should the State invoke its right hereunder to have the Proposer defend the State against a formal claim or proceeding in these connections, the State may, at its option, choose to participate with the Proposer in that defense.

Bid #: 7611889

The State's failure to notify a Proposer of a claim (formal or informal) against the State in connection with (1) the Proposers performance or failure to perform under this Agreement, or (2) the State's exercise of its rights thereunder to use the Tech Elements, shall not relieve the Proposer from its obligations under the preceding paragraph of this Agreement.

Any Proposer that does not want to cede to the State these rights and protections may elect not to sign and submit to the State a copy of this Stipend Agreement; as a consequence, such Proposer would not receive or be entitled to payment of the Stipend.

### **Article 3 - Waiver of Claims**

Acceptance by the Proposer of payment of the Stipend Amount from the State shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim (including, without limitation, any protests) against either the State of Rhode Island and any of its departments, agencies, officers, directors, agents, employees, representatives or advisors and their successors and assigns, in connection with the procurement of the Project, including, without limitation, with respect to the procurement process, any award of the Contract or any cancellation of the procurement.

### **Article 4 - Potential Effect of State Budget Limitations**

Proposers should be aware that the State, during any fiscal year, will not expend money, incur any liability, or enter into any contract which would place the State in the position of spending or being liable for money in excess of the amounts budgeted for its use by the State and federal legislatures during such fiscal year. Any agreement, verbal or written, that would cause the State to spend or be liable for money exceeding said budgeted amount would be null and void, and no money shall be paid under such an agreement. While the State's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the State and federal legislatures, it is unlikely that such appropriation would prove insufficient for the payment of Stipends in connection with this Project.

### **Article 5 - Effects of Early Withdrawal of the RFP or Early Termination of the Project**

If the State withdraws the RFP, this Agreement shall be considered terminated effective as of the date of the withdrawal.

If this Agreement is terminated prior to the opening of the Price Proposals called for in the RFP, the Stipend will not be paid to the Proposer and the rights to use of the Tech Elements will not pass to the State.

If this Agreement is terminated after the aforementioned opening of Price Proposals and prior to execution of the Project Contract, the Proposer shall be entitled to the Stipend if it would otherwise have been entitled to it under the terms of this Agreement.

### **Article 6 – Limitation on Assignment of Rights Under this Agreement**

The Proposer may not assign or transfer any rights under this Agreement to any party without the advance written consent thereto of the State.

Bid #: 7611889

**Article 7 – Effective Period of the Agreement**

The State shall retain their rights (described in Article 2 hereof) to use the Tech Elements for five (5) years from the date of the State's execution of this Agreement, or two (2) years after the State's acceptance of the Project (evidenced by a Certificate of Acceptance). The State shall retain their protections under this Agreement (described in the second and third paragraphs of said Article 2) for ten (10) years from the date of the State's execution of this Agreement, or until all appeal rights have run on any action or claims proceeding concerning the subjects of this Agreement that may have been commenced during said ten- (10) year period.

**Article 8 – Miscellaneous Provisions**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

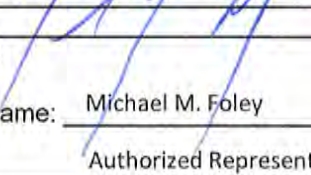
This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties.

If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable laws, the validity of the remaining portions of the Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the portion of the Agreement held to be invalid.

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and the Providence Plantations.

In any legal action related to this Agreement, the Proposer hereby waives any and all privileges and rights it may have under Rhode Island laws relating to venue, as they now exist or may hereafter be amended, and any such privileges and rights it may have under any other such statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate court in any county chosen by the State, and in the event that the Proposer files any such legal action, the Proposer hereby consents to the transfer of venue to the county chosen by the State upon the State's filing a motion requesting the same.

**PROPOSER** Barletta-Aetna I-195 Washington North Phase 2 JV

\_\_\_\_\_  
Signed  Date July 2, 2021  
Print Name: Michael M. Foley  
Title: Authorized Representative

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Signed Date  
Title: Peter Alviti Jr., P.E.  
**Director, Rhode Island Department of Transportation**



# **Barletta/Aetna I-195**

## **Washington Bridge North**

### **Phase 2 JV**

## **Form P**



# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

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

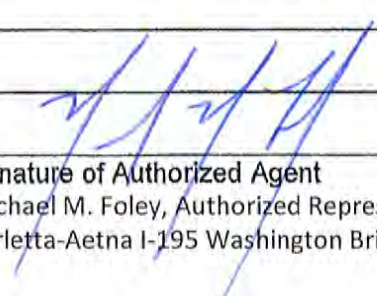
In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Michael M. Foley (name of Authorized Agent), Authorized Representative (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

  
\_\_\_\_\_  
Signature of Authorized Agent  
Michael M. Foley, Authorized Representative  
Barletta-Aetna I-195 Washington Bridge North Phase 2 JV

July 2, 2021

\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**(R.I.D.O.T. APPENDIX C)**

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> a</div> <div> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p> </div> </div>	<p>2. Status of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> a</div> <div> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p> </div> </div>	<p>3. Report Type:</p> <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> a</div> <div> <p>a. initial filing</p> <p>b. material change</p> </div> </div> <p>For Material Change Only:          year _____ quarter _____          date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p><b>Barletta-Aetna I-195 Washington North Phase 2 JV</b>  <b>40 Shawmut Rd Canton MA</b></p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: <b>None</b></p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): <b>None</b></p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ <u>None</u>      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission      <b>None</b></p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash      <b>None</b></p> <p><input type="checkbox"/> b. in-kind; specify: nature _____          value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p style="text-align: center;"><b>None</b></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> yes    <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</p>	<p>Signature: _____</p> <p>Print Name: <b>Michael M. Foley</b></p> <p>Title: <b>Authorized Representative</b></p> <p>Telephone No: <b>781-821-6222</b>      Date: <b>7/02/2021</b></p>	
<p><b>For Federal use Only:</b></p>		<p style="text-align: right;">Authorized for Local Reproduction          Standard Form - LLL-A</p>

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: Barletta-Aetna I-195 Washington North Phase 2 JV Page 2 of 2

**NONE**

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RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

**CONFLICTS DISCLOSURE STATEMENT**

**RE:** Best Value Design-Build Services for Interstate Route 195 Washington North Phase 2, Bridge Group 57T-10

I, Michael M. Foley hereby certify as follows:

I am employed as  Authorized Representative of Barletta-Aetna I-195 Washington North Phase 2 JV  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION
none		

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

**SIGNATURE** Michael M. Foley  
Authorized Representative

July 2, 2021  
**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Michael M. Foley, Authorized Representative, a duly authorized representative of Barletta-Aetna I-195 Washington North Phase 2 JV do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

  
\_\_\_\_\_  
Signature  
July 2, 2021  
\_\_\_\_\_  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

**DBE SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR**  
**CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the Authorized Representative  
and duly authorized representative of Barletta-Aetna I-195 Washington whose address is 40 Shawmut Road,  
Canton MA 02021-1409 North Phase 2 JV.

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

**DEFINITIONS:**

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

**I. GENERAL REQUIREMENTS AND SANCTIONS:**

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

**II. PRE-AWARD REQUIREMENTS:**

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the



- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
  - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
  - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
  - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
  - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
  - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

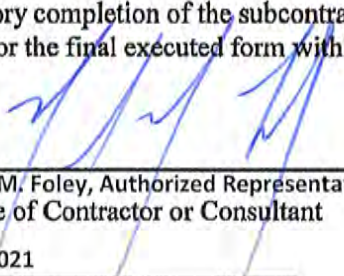
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

  
\_\_\_\_\_  
Michael M. Foley, Authorized Representative  
Signature of Contractor or Consultant

\_\_\_\_\_  
July 2, 2021

Date



# Barletta Heavy Division, Inc.

## Form P



# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Michael M. Foley (name of Authorized Agent), Vice President \_\_\_\_\_ (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

**Signature of Authorized Agent**  
Michael M. Foley  
Vice President  
Barletta Heavy Division, Inc.

July 2, 2021  
\_\_\_\_\_  
**Date**

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.



Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: Barletta Heavy Division, Inc.

Page 2 of 2

None

Authorized for Local Reproduction  
Standard Form - LLL-A



RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

### CONFLICTS DISCLOSURE STATEMENT

**RE:** Best Value Design Build I-195 Washington North Phase 2, Bridge Group 57T-10

I, Michael M. Foley hereby certify as follows:

I am employed as a Vice President of Barletta Heavy Division, Inc.  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION
None		

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
\_\_\_\_\_  
**SIGNATURE** Michael M. Foley  
Vice President **DATE** July 2, 2021

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Michael M. Foley, Vice President, a duly  
authorized representative of Barletta Heavy Division, Inc.  
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT  
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
July 2, 2021

\_\_\_\_\_  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

**DBE SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR**  
**CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the Vice President  
and duly authorized representative of Barletta Heavy Division, Inc. whose address is 40 Shawmut Road,  
Suite 200 Canton MA 02021-1409.

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

**DEFINITIONS:**

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
  - 1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  - 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  - 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  - 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  - 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':
  - 1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  - 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the



- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
  - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
  - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
  - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
  - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
  - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

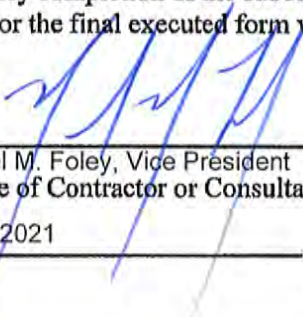
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

#### IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

  
\_\_\_\_\_  
Michael M. Foley, Vice President  
Signature of Contractor or Consultant

July 2, 2021  
\_\_\_\_\_

Date



# Aetna Bridge Company

## Form P



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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Jeffrey A. Bostock (name of Authorized Agent),

V.P. of Construction (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.


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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

6-11-21  
\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**(R.I.D.O.T. APPENDIX C)**

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Bid #: 7611889

Best Value Design Build  
 Bridge Group 57T-10 I-195 Washington North Phase 2

Approved by  
 03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p style="margin-left: 100px;">Tier ____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="color: blue; margin-left: 20px;">Aetna Bridge Company                  100 Jefferson Blvd. suite 100                  Warwick, RI 02888</p> <p>Congressional District, if known:</p>
<p>6. Federal Department Agency:</p> <p style="text-align: center; color: blue; font-size: 1.2em;">N/A</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: <span style="color: blue; font-size: 1.2em;">N/A</span></p>	
<p>8. Federal Action Number, if known:</p> <p style="text-align: center; color: blue; font-size: 1.2em;">N/A</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center; color: blue; font-size: 1.2em;">\$ N/A</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p style="text-align: center; color: blue; font-size: 1.2em;">N/A</p> <p>(if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): <span style="color: blue; font-size: 1.2em;">N/A</span></p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other, specify:</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> yes    <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</p>	<p>Signature: </p> <p>Print Name: <span style="color: blue; font-size: 1.2em;">Jeffrey A. Bostock</span></p> <p>Title: <span style="color: blue; font-size: 1.2em;">V.P. of Construction</span></p> <p>Telephone No: <span style="color: blue; font-size: 1.2em;">401-728-0400</span>      Date: <span style="color: blue; font-size: 1.2em;">6-11-21</span></p>	
<p><b>For Federal use Only:</b></p>		<p>Authorized for Local Reproduction                  Standard Form - LLL-A</p>

Bid #: 7611889

Best Value Design Build  
Bridge Group 57T-10 I-195 Washington North Phase 2

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

**CONFLICTS DISCLOSURE STATEMENT**

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Jeffrey A. Bostock hereby certify as follows:

I am employed as a Vice President of Construction of Aetna Bridge Company  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Jeffrey A. Bostock  
SIGNATURE

6-11-21  
DATE

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Jeffrey A. Bostock, Vice President of Construction, a duly  
authorized representative of Aetna Bridge Company  
do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT  
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

  
Signature

6-11-21  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.



4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

Bid #: 7611889

the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

**DBE SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR**  
**CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the Vice President of Construction and duly authorized representative of Aetna Bridge whose address is 100 Jefferson Blvd. Suite 100  
Jeffrey A. Bostock Warwick, RI 02888

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

**DEFINITIONS:**

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

**I. GENERAL REQUIREMENTS AND SANCTIONS:**

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

**II. PRE-AWARD REQUIREMENTS:**

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
  - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
  - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
  - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
  - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
  - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.



- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

- time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).
11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
  12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

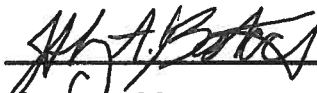
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

  
\_\_\_\_\_  
Signature of Contractor or Consultant

6-11-21  
\_\_\_\_\_  
Date

Date

DESIGN-BUILD SERVICES FOR  
BRIDGE GROUP 57T-10

# 1-195

**WASHINGTON BRIDGE NORTH**  
PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

**VHB**

**Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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



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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Joseph T. Wanat, PE, PTOE, ENV SP (name of Authorized Agent), Managing Director, RI Office (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

June 28, 2021  
\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by  
 03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p><b>3. Report Type:</b></p> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Report Entity:</b></p> <p><input checked="" type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee</p> <p style="margin-left: 100px;">Tier ____, if known: _____</p> <p style="margin-left: 100px;">VHB</p> <p>Congressional District, if known: 1 Cedar St., Suite 400                  Providence, RI 02903</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="margin-left: 20px;">Barletta/AETNA I-95 Washington North Phase 2 JV                  40 Shawmut Road #200                  Canton, MA 02021</p> <p>Congressional District, if known: _____</p>	
<p><b>6. Federal Department Agency:</b></p> <p>Rhode Island Department of Transportation</p>	<p><b>7. Federal Program Name/Description:</b></p> <p>I-95 Washington Bridge North Phase 2, Bid #7611889</p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p style="text-align: center;">\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity:</b></p> <p>(if individual, last name, first name, mi): _____</p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a)</b></p> <p>(last name, first name, mi): _____</p>	
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other, specify: _____</li> </ul>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</b></p> <p style="margin-left: 20px;">Lead Designer</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>      <input type="checkbox"/> yes      <input checked="" type="checkbox"/> no</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</b></p>	<p><b>Signature:</b> </p> <hr/> <p><b>Print Name:</b> Joseph T. Wanat, PE, PTOE, ENV SP</p> <hr/> <p><b>Title:</b> Managing Director, RI Office</p> <hr/> <p><b>Telephone No:</b> 401.272.8100      <b>Date:</b> June 28, 2021</p>	
<p><b>For Federal use Only:</b></p>	<p>Authorized for Local Reproduction                  Standard Form - LLL-A</p>	

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Joseph T. Wanat, PE, PTOE, ENV SP hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
SIGNATURE

June 28, 2021

DATE

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***

RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Thomas W. Jackmin, PE, ENV SP hereby certify as follows:

I am employed as a Board of Directors of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

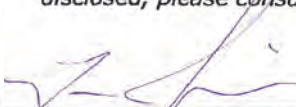
NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
\_\_\_\_\_  
**SIGNATURE**

June 28, 2021

\_\_\_\_\_  
**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

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RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Donald J. Cooke, PE, PTOE hereby certify as follows:

I am employed as a Senior Principal of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

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**SIGNATURE**

June 28, 2021

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

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RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, James Pisano, PE hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

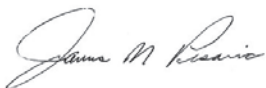
NAME	TITLE	RIDOT DIVISION

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❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



June 28, 2021

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

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RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Peter Pavao, PE, PTOE hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

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June 28, 2021

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

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RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Susan Moberg, PWS, CFM hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

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June 28, 2021

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

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RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, William J. DeSantis, PE hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

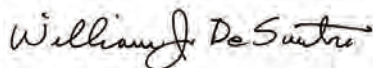
NAME	TITLE	RIDOT DIVISION

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❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



June 28, 2021

**SIGNATURE**

**DATE**

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RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Jonathan B. Stabach, PE, LEED AP hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



June 28, 2021

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***

RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Jeffrey T. Klein, PE hereby certify as follows:

I am employed as a Principal of VHB  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

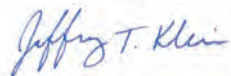
NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

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- ❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



June 28, 2021

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

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**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Joseph T. Wanat, PE, PTOE, ENV SP, Managing Director, RI Office, a duly authorized representative of VHB do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Signature

June 28, 2021

Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.



4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

**DBE SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR**  
**CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the Managing Director, RI Office  
and duly authorized representative of VHB whose address is 1 Cedar St., Suite 400  
Providence, RI 02903

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

**DEFINITIONS:**

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

**I. GENERAL REQUIREMENTS AND SANCTIONS:**

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
  - 1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  - 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  - 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  - 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  - 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

**II. PRE-AWARD REQUIREMENTS:**

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':
  - 1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  - 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
    - a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
    - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
    - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
    - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
    - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
  8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
    - a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
    - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.



- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

## C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

## D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

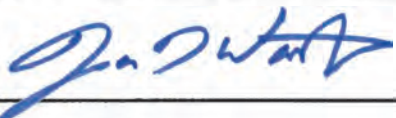
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

#### IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Joseph T. Wanat, PE, PTOE, ENV SP

\_\_\_\_\_  
Signature of Contractor or Consultant

June 28, 2021  
\_\_\_\_\_

Date



# **Applied Bio-Systems, Inc.**

(DBE)

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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



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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Linda A. Steere (name of Authorized Agent), President (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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Signature of Authorized Agent

May 28, 2021

Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">a.</div> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul> </div>	<p>2. Status of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">a.</div> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul> </div>	<p>3. Report Type:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">a.</div> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> </div> <p>For Material Change Only:              year _____ quarter _____              date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p>Prime <input type="checkbox"/> Subawardee <input checked="" type="checkbox"/></p> <p>Tier ____, if known:</p> <p>Applied Bio-Systems, Inc.              P.O. Box 985; West Kingston, RI 02892              Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter              Name and Address of Prime: VHB              1 Cedar Street, Suite 400              Providence, RI 02903</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department Agency:</p> <p>US Department of Transportation              Federal Highway Administration</p>	<p>7. Federal Program Name/Description:</p> <p>Federal Aid Highway Program              CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>None</p> <p>(if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>N/A</p> <p>(last name, first name, mi):</p>	
<p>11. Amount of Payment (check all that apply) N/A</p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <p>N/A</p> <ul style="list-style-type: none"> <li>a. retainer</li> <li>b. one-time fee</li> <li>c. commission</li> <li>d. contingent fee</li> <li>e. deferred</li> </ul>	
<p>12. Form of Payment (check all that apply): N/A</p> <ul style="list-style-type: none"> <li>a. cash</li> <li>b. in-kind, specify: nature _____ value _____</li> </ul>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:      yes      <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Linda A. Steere</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>401-783-6740</u>      Date: <u>May 28, 2021</u></p>	
<p><b>For Federal use Only:</b></p>	<p>Authorized for Local Reproduction              Standard Form – LLL-A</p>	

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

## CONFLICTS DISCLOSURE STATEMENT

**RE: Bridge Group 57T-10: I-195 Washington Bridge North Phase 2**

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I, Linda A. Steere hereby certify as follows:

I am employed as President of Applied Bio-Systems, Inc.  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

*If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
**SIGNATURE**

May 28, 2021

**DATE**

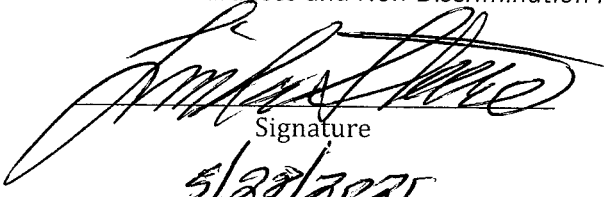
**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, WANDA STEERE, PRESIDENT, a duly authorized representative of Applied Bio Systems do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

  
Signature  
5/28/2025  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.



4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

**DBE SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR**  
**CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the President and duly authorized representative of Banked Bridge Inc whose address is P.O. Box 985, West Kingston, RI 02892

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

**DEFINITIONS:**

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

**I. GENERAL REQUIREMENTS AND SANCTIONS:**

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

**II. PRE-AWARD REQUIREMENTS:**

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
  - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
  - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
  - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
  - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
  - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.



- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

- time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).
11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
  12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

**B. DBE Replacement and Termination:**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

**1. Good Cause for Replacement or Termination**

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

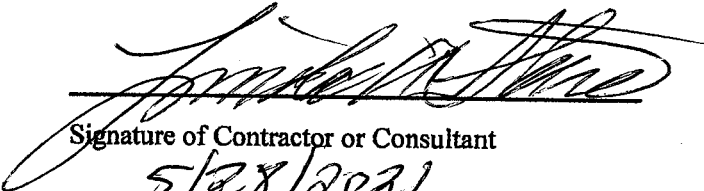
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

**IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE**

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

  
\_\_\_\_\_  
Signature of Contractor or Consultant

5/28/2021  
\_\_\_\_\_  
Date



# **Bryant Associates, Inc.**

(DBE)

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

#### **Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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



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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Todd E. Brayton, PE (name of Authorized Agent), Director of Operations - RI (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

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

5/25/2021  
\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by  
 03-48-0046

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046

(see reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> <b>N/A</b> <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> <b>N/A</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="" type="checkbox"/> <b>N/A</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Report Entity:</b> <input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Bryant Associates, Inc. Congressional District, if known: 640 George Washington Hwy, Bid C Suite 100 Lincoln, RI 02865			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> VHB Inc. 1 Cedar Street Suite 400 Congressional District, if known: Providence, RI 02903-1023		
<b>6. Federal Department Agency:</b> N/A			<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable: N/A		
<b>8. Federal Action Number, if known:</b> N/A			<b>9. Award Amount, if known:</b> \$ N/A		
<b>10. a. Name and Address of Lobbying Entity:</b> N/A (if individual, last name, first name, mi):			<b>10. b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, mi):		
<b>11. Amount of Payment (check all that apply)</b> \$ <u>N/A</u> <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</b> N/A					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> yes <input checked="" type="checkbox"/> no					
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</b>			Signature: <u>Todd E. Brayton</u> Print Name: <u>Todd E. Brayton, PE</u> Title: <u>Director of Operations - RI</u> Telephone No: <u>401-834-1063</u> Date: <u>5/25/2021</u>		
<b>For Federal use Only:</b>			Authorized for Local Reproduction Standard Form - LLL-A		

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

### CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2 (Bid # 7611889)

**I,** Todd E. Brayton, PE **hereby certify as follows:**

**I am employed as a** Director of Operations - RI **of** Bryant Associates, Inc.  
**[TITLE] [COMPANY]**

**and to the best of my knowledge:**

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

 5/25/2021  
**SIGNATURE DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



## USDOT Standard Title VI/Nondiscrimination Assurances for Contractors DOT Order 1050.2A

I, Todd E. Brayton, PE, Director of Operations - RI, a duly  
authorized representative of Bryant Associates, Inc.  
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT  
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

  
\_\_\_\_\_  
Signature

5/25/2021  
Date

### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.



4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

## DBE SPECIAL PROVISION

### DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the Director of Operations - RI  
and duly authorized representative of Bryant Associates, Inc. whose address is 640 George Washington Hwy  
Building C, Suite 100  
Lincoln, RI 02865

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

#### DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
  - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
  - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
  - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
  - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
  - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.



- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

  
\_\_\_\_\_  
Signature of Contractor or Consultant

5/25/2021  
\_\_\_\_\_

Date



# **Commonwealth Engineers & Consultants, Inc.**

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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



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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Mark S. Greenleaf (name of Authorized Agent), President (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

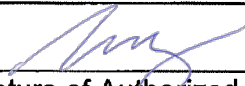
Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

05/07/2021  
\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee</p> <p style="margin-left: 150px;">Tier ____, if known:</p> <p style="margin-left: 150px;">Commonwealth Engineers &amp; Consultants, Inc.                  400 Smith Street                  Providence, RI 02908</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="margin-left: 150px;">vhh                  1 Cedar Street, Suite 400                  Providence, RI 02903</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency: FHWA</p>	<p>7. Federal Program Name/Description: n/a</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: n/a</p>	<p>9. Award Amount, if known:</p> <p style="margin-left: 40px;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: n/a</p> <p style="margin-left: 40px;">(if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p style="margin-left: 40px;">(last name, first name, mi):</p>	
<p>11. Amount of Payment (check all that apply) n/a</p> <p style="margin-left: 40px;">\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply): n/a</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other; specify: _____</li> </ul>	
<p>12. Form of Payment (check all that apply): n/a</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> yes    <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: <b>Mark S. Greenleaf</b></p> <hr/> <p>Title: <b>President</b></p> <hr/> <p>Telephone No: <b>401-273-6600</b>      Date: <b>05/07/2021</b></p>	
<p><b>For Federal use Only:</b></p>		<p>Authorized for Local Reproduction                  Standard Form - LLL-A</p>

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

### CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

I, Mark S. Greenleaf hereby certify as follows:

I am employed as a President of Commonwealth Engineers & Consultants, Inc.  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
\_\_\_\_\_  
**SIGNATURE**

05/07/2021  
**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***

RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

I, Kelly M. Rana hereby certify as follows:

I am employed as a Vice President of Commonwealth Engineers & Consultants, Inc.  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Kelly Marie Rana  
SIGNATURE

05/07/2021  
DATE

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



RIDOT 12/27/07

### CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

I, Timothy J. Behan hereby certify as follows:

I am employed as a Treasurer of Commonwealth Engineers & Consultants, Inc.  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):


NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
\_\_\_\_\_  
**SIGNATURE** **05/07/2021**  
**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***

RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

I, Catherine A. Gleason hereby certify as follows:

I am employed as a Secretary of Commonwealth Engineers & Consultants, Inc.  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Catherine Gleason 05/07/2021  
**SIGNATURE** **DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***

RIDOT 12/27/07

### CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

I, Thomas M. Cunningham hereby certify as follows:

I am employed as a Assistant Secretary of Commonwealth Engineers & Consultants, Inc.  
[TITLE] [COMPANY]  
and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

  
SIGNATURE

05/07/2021  
DATE

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Mark S. Greenleaf, President, a duly authorized representative of Commonwealth Engineers & Consultants, Inc. do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

A handwritten signature in blue ink, appearing to read 'Mark S. Greenleaf', is written over a horizontal line.

Signature

05/07/2021

Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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whose address is

**DBE SPECIAL PROVISION**  
**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR**  
**CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the President  
and duly authorized representative of Commonwealth Engineers & Consultants, Inc. whose address is  
400 Smith Street, Providence, RI 02908.

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

**DEFINITIONS:**

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture," for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer," for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.



I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
    - a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
    - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
    - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
    - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
    - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
  8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
    - a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
    - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
      - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
  - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
  - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
  - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
  - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
  - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
  - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
  - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
  - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
  - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

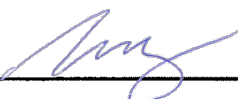
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

**IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE**

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

  
\_\_\_\_\_

Signature of Contractor or Consultant

05/07/2021

Date





# **Creative Environment Corp.**

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Greg Driggers (name of Authorized Agent), Senior Electrical Design Engineer (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

Greg Driggers  
Signature of Authorized Agent

May 6, 2021  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by  
 03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Report Entity:</b></p> <p><input checked="" type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Creative Environment Corp.                  195 Frances Ave., Cranston, RI 02910                  Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>VHB                  101 Walnut Street, Watertown, MA 02472                  Congressional District, if known: _____</p>
<p><b>6. Federal Department Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity:</b></p> <p>(if individual, last name, first name, mi): _____</p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a)</b></p> <p>(last name, first name, mi): _____</p>	
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</b></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>      <input type="checkbox"/> yes      <input checked="" type="checkbox"/> no</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</b></p>	<p><b>Signature:</b> <u>Greg Driggers</u></p> <p><b>Print Name:</b> <u>Greg Driggers</u></p> <p><b>Title:</b> <u>Senior Electrical Design Engineer</u></p> <p><b>Telephone No:</b> <u>401-438-7733</u>      <b>Date:</b> <u>May 6, 2021</u></p>	
<p><b>For Federal use Only:</b></p>	<p style="text-align: right;">Authorized for Local Reproduction                  Standard Form - LLL-A</p>	



Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

**I,** Greg Driggers **hereby certify as follows:**

**I am employed as a** Sr. Electrical Design Engineer **of** Creative Environment Corp.  
[TITLE] [COMPANY]

**and to the best of my knowledge:**

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**


NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

 May 5, 2021  
**SIGNATURE** **DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Greg Driggers, Senior Electrical Design Engineer, a duly authorized representative of Creative Enviroment Corp. do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

  
\_\_\_\_\_  
Signature

May 5, 2021  
\_\_\_\_\_  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017



# **GZA GeoEnvironmental, Inc.**

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**



**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant David R. Carchedi, Ph.D., P.E. (name of Authorized Agent), Senior Principal (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

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

5-26-21  
\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES


This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">a</div> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">a</div> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">a</div> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee                  Tier ____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department Agency:</p> <p>RI Department of Transportation</p>		<p>7. Federal Program Name/Description:                  Bridge Group 57T-10 I-195 Washington North Phase 2                  CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:                  Solicitation # 7611889</p>		<p>9. Award Amount, if known:                  \$ _____</p>
<p>10. a. Name and Address of Lobbying Entity:                  (if individual, last name, first name, mi):</p>		<p>10. b. Individuals Performing Services (including address if different from No. 10a)                  (last name, first name, mi):</p>
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other; specify: _____</li> </ul>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> yes    <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</p>		<p>Signature: </p> <p>Print Name: <u>David R. Carchedi, Ph.D., Senior Principal</u></p> <p>Title: <u>Senior Principal</u></p> <p>Telephone No: <u>401-421-4140</u>      Date: <u>5-26-21</u></p>
<p><b>For Federal use Only:</b></p>		<p>Authorized for Local Reproduction                  Standard Form - LLL-A</p>

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.



RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

I, David R. Carchedi, Ph.D., P.E. hereby certify as follows:

I am employed as a Senior Principal of GZA GeoEnvironmental, Inc.  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



5-26-21

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, David R. Carchedi, Ph.D., P.E., Senior Principal, a duly  
authorized representative of GZA GeoEnvironmental, Inc.  
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT  
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Signature

5-26-21

Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017



public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

"Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
  - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
  - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe<sup>1</sup>, Alaska Natives, or Native Hawaiians;
  - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - f. Women; and
  - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

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<sup>1</sup> A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
  2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
  3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
  4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
  5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
  2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
  4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
  2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

### III. CONSTRUCTION PERIOD REQUIREMENTS:

#### A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.



RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
  - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
  - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
  - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
    - a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
    - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
    - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
    - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
    - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
  8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
    - a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
    - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
    - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
  9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
    - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
    - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
    - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
    - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
    - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
    - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
    - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
    - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
    - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
  10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

#### B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

##### 1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

## 2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

### C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

### D. Joint Check Procedure for DBEs:

A prime contractor must receive written approval by the Department's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime contractor to the Department's OCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

**IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE**

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



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Signature of Contractor or Consultant

5-26-21

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Date



# **Regina Villa Associates, Inc.**

## **(DBE)**

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**



**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

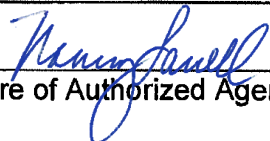
In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Nancy Farrell (name of Authorized Agent), CEO (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

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

May 11, 2021  
\_\_\_\_\_  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by  
 03-48-0046

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee</p> <p>RVA      Tier _____, if known:                  51 Franklin St, 4th Floor                  Boston, MA 02110                  Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>VHB                  1 Cedar St, Suite 400                  Providence, RI 02903                  Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p> <p>Rhode Island Department of Transportation</p>	<p>7. Federal Program Name/Description:</p> <p>RFP 7611889, I-195 Washington Bridge North, Phase 2                  CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other; specify: _____</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> yes    <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</p>	<p>Signature: _____                  Print Name: Nancy Farrell                  Title: CEO                  Telephone No: 617.357.5772      Date: 05/07/2021</p>	
<p><b>For Federal use Only:</b></p>		<p>Authorized for Local Reproduction                  Standard Form - LLL-A</p>

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

N/A

Authorized for Local Reproduction  
Standard Form - LLL-A

RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.



RIDOT 12/27/07

## CONFLICTS DISCLOSURE STATEMENT

**RE:** Bridge Group 57T-10 I-195 Washington North Phase 2

---

**I,** Nancy Farrell **hereby certify as follows:**

**I am employed as a** CEO **of** Regin a Villa Associates, Inc.  
[TITLE] [COMPANY]

**and to the best of my knowledge:**

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**


NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

 May 11, 2021  
**SIGNATURE** **DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Nancy Farrell, CEO, a duly authorized representative of Regina Villa Associates, Inc. do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

  
\_\_\_\_\_  
Signature

May 11, 2021  
Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017



# **Welch Associates Land Surveyors, Inc. (DBE)**

## **Form P**

# FORM P

## CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS  
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

**Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**INSTRUCTIONS FOR CERTIFICATION:**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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



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

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Pamela Welch (name of Authorized Agent), President (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 its 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 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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 of award, but, will be considered in determining contractor responsibility. For any exception noted, 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 sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

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

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

\_\_\_\_\_  
May 6, 2021  
Date

**Certification for Federal-Aid Construction/Consultant Contracts**

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**(R.I.D.O.T. APPENDIX C)**

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Bid #: 7611889

Best Value Design Build  
 Bridge Group 57T-10 I-195 Washington North Phase 2

Approved by  
 03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046  
 (see reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Report Entity:</b></p> <p><input checked="" type="checkbox"/> Prime      <input checked="" type="checkbox"/> Subawardee                  Tier _____, if known:                  Welch Associates Land Surveyors, Inc.                  218 North Main Street, West Bridgewater, MA 02379                  Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>VHB                  101 Walnut Street, Watertown, MA 02472                  Congressional District, if known: _____</p>
<p><b>6. Federal Department Agency:</b></p> <p style="text-align: center;">N/A</p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____ N/A</p>	
<p><b>8. Federal Action Number, if known:</b></p> <p style="text-align: center;">N/A</p>	<p><b>9. Award Amount, if known:</b></p> <p style="text-align: center;">\$ _____ N/A</p>	
<p><b>10. a. Name and Address of Lobbying Entity:</b></p> <p style="text-align: center;">N/A</p> <p>(if individual, last name, first name, mi): _____</p>	<p><b>10. b. Individuals Performing Services (including address if different from No. 10a)</b></p> <p>(last name, first name, mi): _____ N/A</p>	
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ N/A      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission      N/A  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b>      N/A</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____                  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</b></p> <p style="text-align: center;">N/A</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>      <input type="checkbox"/> yes    <input checked="" type="checkbox"/> no</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 the 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 such failure.</b></p>		<p><b>Signature:</b> _____  <b>Print Name:</b> Pamela Welch  <b>Title:</b> President  <b>Telephone No:</b> 508-580-4696      <b>Date:</b> May 6, 2021</p>
<p><b>For Federal use Only:</b></p>		<p style="text-align: right;">Authorized for Local Reproduction                  Standard Form - LLL-A</p>

Approved by  
03-48-0046

## DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

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

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RIDOT 12/27/07

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

**CONFLICTS DISCLOSURE STATEMENT**

**RE:** Bridge Group 57T-10 I-95 Washington North Phase 2

I, Pamela Welch hereby certify as follows:

I am employed as a President of Welch Associates Land Surveyors, Inc.  
[TITLE] [COMPANY]

and to the best of my knowledge:

**PLEASE CHECK THE APPROPRIATE BOX:**

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

*If necessary, please add any additional names as attachments hereto.*

**FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:**

**Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin**

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



May 6, 2021

**SIGNATURE**

**DATE**

**By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.**

***This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.***



**USDOT Standard Title VI/Nondiscrimination  
Assurances for Contractors  
DOT Order 1050.2A**

I, Pamela Welch, President, a duly  
authorized representative of Welch Associates Land Surveyors, Inc.  
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT  
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Signature

May 6, 2021

Date

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.



4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

Bid #: 7611889

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

DESIGN-BUILD SERVICES FOR  
BRIDGE GROUP 57T-10

# I-195

## WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI



# Appendix A

## Resumes





# Resumes

## Key Personnel

- Design-Build Project Manager** Paul Coogan (BHD)
- Construction Manager** Dennis Ferreira (BHD)
- Design Manager** Joseph Wanat, PE, PTOE, ENV SP (VHB)
- Deputy Design Manager/Structural Lead** Jeffrey Klein, PE, ASSOC. DBIA (VHB)
- QC Administrator** Kristofer Kretsch, PE, CQA, QAT, ENV SP (VHB)
- Design QC Manager** Jamie Pisano, PE (VHB)
- Construction QC Manager** William Kearns, QAT (BHD)
- Civil/Highway Lead** Rick Rhodes, PE (VHB)
- Traffic Lead** Peter Pavao, PE, PTOE (VHB)
- Environmental Manager** Susan Moberg, PWS, CFM (VHB)
- Construction Superintendent** Richard McGinn (AET)
- Scheduler** Steve Thurber (BHD)
- Safety Manager** Joan Zapatka (AET)

## Executive Committee

- Michael Foley (BHD)
- Jeffrey Bostock (AET)
- Thomas Jackmin, PE, ENV SP (VHB)

## Technical Advisors

**Bridge/ABC** Tom Donald, PE (VHB)

**Traffic** Donald Cooke, PE, PTOE (VHB)

## Additional Technical Specialists

**Structural/Bridge Design** Thomas Hennessy, PE (VHB)

**Structural/Bridge Design** Andrew Prezioso, PE (VHB)

**Structural/Bridge Design** William Rauseo, PE, NBIS (VHB)

**Detour Monitoring & Traffic Signal Fine-Tuning** Christopher Fay, PE, IMSA III (VHB)

**Traffic Modeling** Amphone Soupharath (VHB)

**Transportation Management Plan** Matthew Lomas, PE (VHB)

**Geotechnical** William Ladd, PE (GZA)

**Bridge Superintendent** Scott Thompson (AET)

**Civil Superintendent** Michael Ferreira (BHD)



## Paul Coogan

Design-Build Project Manager | 43 years of experience

### Design-Build Experience

NHDOT, Memorial Bridge Replacement, Piscataqua River

MassDOT, Whittier Bridge

MWRA Spot Pond Covered Storage

### Education

AS Building Technology, Wentworth Institute

BE Construction Management, Syracuse University

### Registrations/ Certifications

OSHA 30 - Management/ Supervisory

OSHA HazMat Certification

First Aid/CPR

Paul possesses 43 years of experience in managing multi-disciplinary teams on complex construction projects, primarily in urban settings. During his career, he has been involved in the conceptual planning, constructability reviews, scheduling, cost estimating and construction management of complex bridge, highway, interchange, tunnel, and utility projects, including those delivered under the DB method.

### Reconstruction of Henderson Bridge No. 600, Providence, RI (\$66M)

Paul is Barletta's Project Manager for RIDOT's Henderson Bridge replacement project, and is in responsible charge of all project operations. The Contract calls for the construction of a new 1,315± foot bridge on existing and new foundations, as well as reconstruction of the Providence and East Providence roadway approaches to the bridge. Work includes full demolition of the existing superstructure and partial demolition of the entire substructure, and replacement of the Massasoit Avenue interchange ramp system with the construction of a multi-lane roundabout, roadway and shared-use path.

### I-95 NB To Route 34 WB Flyover Bridge, New Haven, CT (\$98.5M)

This project was a part of the I-95 New Haven Harbor Crossing (NHHC) Corridor Improvement Program in New Haven, Connecticut. Paul was the Senior Project Manager for this project which involved construction of the I-95 Northbound to Route 34 Westbound 'flyover' bridge as well as construction at the I-95/I-91/Route 34 interchange. The project included reconstruction of the Route 34 westbound bridge over Brewery Street to accommodate the new ramp, and relocation of the Long Wharf drive ramp to the west. A second lane was added between I-91 southbound and I-95 southbound. To accommodate the new two-lane interstate-to-interstate connection, the Sargent Drive ramp at Exit 46 was relocated approximately 1,500 feet to the west.

**The project was the recipient of the CT Society of Civil Engineers Achievement in Civil Engineering Award and the CT Road Builders Association's Excellence in Construction Award.**

### Memorial Bridge Replacement DB, US Route 1 Over the Piscataqua River, Portsmouth, NH/Kittery, ME (\$84M)

Paul was the Senior Project Manager and Project Chief Estimator for the DB construction of a new vertical lift bridge spanning the Piscataqua River, that carries U.S. Route 1 between Portsmouth, New Hampshire and Kittery, Maine. As a Historic Bridge project, the Secretary of the Interior's Standards for the Treatment of Historic



Properties were applicable and SHPO personnel consulted. Major permitting included Coastal Zone, Shoreline, Wetlands and U.S. Coast Guard. The Memorial Bridge is situated on a major regional bike route, the East Coast Greenway, and provisions for both bicycle and pedestrian use were included.

The project included the demolition of the existing bridge, rebuilding and strengthening the existing main piers, and construction of three "gussetless" Warren truss sections, including the lift span, of 300 feet each. The new Memorial Bridge is the first truss bridge in the U.S. built without gusset plates. The lift span is driven by electric motors mounted under the lift span. The new bridge represented a blend of cutting-edge design and innovative engineering. It introduced cold bending of steel to bridge construction, which is a submarine building technique pioneered by the U.S. Navy, as well as splicing assembly and a metalized zinc coating to prevent corrosion for up to 50 years.

### **Central Artery/Tunnel Project, C17A3, Vent Building Number 3, Boston, MA (\$130M)**

The Central Artery/Tunnel Project was the largest, most challenging highway project in the history of the United States. It reduced traffic and improved mobility in one of America's oldest, most congested major cities.

Paul served as the Senior Project Manager for the construction of Vent Building Number 3, located on Atlantic Avenue between Russia Wharf and the Harbor Plaza buildings in downtown Boston. The building footprint of 60,000 sf consisted of 3 sub-grade levels to a depth of 80' and exhaust stacks extending over 250' above grade.

Construction of a below-grade ventilation structure to serve the depressed vehicular tunnels included 90,000 sf of slurry wall and soldier pile and tremie concrete wall; 60,000 cy of concrete; 175,000 cy of earth excavation; and 8,000 tons of temporary bracing steel.

### **Upper Blackstone Valley Waste Water Treatment Facility, Millbury, MA (\$120M)**

As Senior Project Manager on this Construction Manager at Risk contract, Paul oversaw both phases of the two-phase project constructed for the Upper Blackstone Water Pollution Abatement District. The first phase involved the installation of a new 84-inch concrete pipe connected to a new screening facility and aerated grit tanks. A new primary settling tank was constructed, and six existing tanks were remodeled.

The second phase required construction of an aeration tank and two final settling tanks, as well as renovations to three existing aeration tanks and six existing final settling tanks. Work included installation of new diffused air systems, installation of eight new clarifiers, renovation of a maintenance building, construction of a support facility, site demolition, yard piping and hazardous soil remediation. The plant maintained its full operational capacity of 160 MGD during construction.



## Dennis Ferreira

Construction Manager | 39 years of experience

Dennis is an accomplished Construction Manager with 39 years of experience delivering multifaceted construction projects. During his career, Dennis has served in progressively responsible roles including Construction Manager and Project Superintendent for complex bridge, interchange, tunnel and sewer projects, several of which were delivered through the Design-Build method, bringing lessons learned and proven construction techniques, processes and procedures.

### Design-Build Experience

RIDOT 6/10 Interchange  
MassDOT Route 79/I-195 Interchange & Braga Bridge  
MassDOT Hines Bridge

### Education

BS Civil Engineering, Roger Williams College  
A.S.C.E., and A.S. Land Surveying, Bristol Community College

### Registrations/ Certifications

OSHA 30 - Management/ Supervisory  
OSHA HazMat Certification  
OSHA Fall Protection  
OSHA Trench Safety  
First Aid/CPR

### RIDOT, Route 6/10 Interchange, DB, Providence, RI (\$270M)

Dennis is the Construction Manager for the reconstruction of the Route 6/10 Interchange, a DB project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound.

### MassDOT, Route 79/I-195 Interchange & Braga Bridge, DB, Fall River, MA (\$228M)

Route 79 was one of MassDOT's "mega projects" as part of the \$3-billion bridge rebuilding program. This multi-award winning project included the design and reconstruction of the interchange of Route 79 and I-195; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; construction of a new at-grade roadway system and intersections; the reconstruction/rehabilitation of four bridges; and structural repairs of the I-195 EB and WB Braga Bridge over the Taunton River and Route 79. As Construction Manager, Dennis was responsible for managing the on-site construction team and was instrumental in bringing this very challenging project to successful completion 211 days ahead of schedule.

### MassDOT, First Lieutenant Derek S. Hines Bridge Replacement Design-Build, Amesbury, MA (\$34M)

The \$34-million Hines Bridge DB project is located within a designated historic site, and the replacement bridge met the strict requirements of the Historical Commission. The contract called for the complete design and replacement of the swing-span bridge, including the bridge structure and related roadway approaches. The project required the design and construction of scour countermeasures for the Merrimack River to protect the bridge abutments and piers. Most of the project work required working within the navigable channel to perform the demolition of the existing bridge and foundations and the installation of





cofferdams, deep foundations, concrete and stone masonry abutments and piers and the repair/rehabilitation of existing stone masonry abutments. As Construction Manager, Dennis was responsible for all Project Construction Operations and coordinating with the Design Team to help drive the project to early completion.

#### **Central Artery/Tunnel Project—I-90/Route 1A Interchange and New MBTA Blue Line Airport Station, Boston, MA (\$267M)**

Dennis was the Project Superintendent for this contract which included the construction of at-grade and elevated highways which link Route I-90, Route 1A, the entrance/egress roads at Logan Airport and the MBTA's Airport Station. A major component of the project was the implementation of a comprehensive staging and detour plan so that the flow of traffic in and out of the airport was not interrupted; all roadways, tunnels, and rail lines were remained open to the public during construction. The contract also included construction of a stormwater pump station, extensive rehabilitation of existing utilities and installation of new drainage/utility lines. Dennis was responsible for overseeing the Project Construction Operations, supervising the specialty construction teams.

#### **Narragansett Bay Commission, Woonasquatucket CSO Interceptor Main, Providence, RI (\$66M)**

This interceptor project included the complete installation of the WCSOI pipelines, tunnels, shafts and ancillary facilities and structures. The project also included micro-tunneling, site preparation and restoration, temporary bypass facilities, utility relocations, and dewatering pumping and treatment. To address the traffic challenges and minimize impacts, a complex traffic management plan was developed. As Construction Manager, Dennis was responsible for oversight of all Project

Construction Operations and development of the traffic management plans.

#### **MWRA, East Boston Branch Sewer Interceptor Microtunnel, Boston, MA (\$62M)**

Work required the construction of 24 microtunneling shafts, installation of 1700 linear feet of pipe by open cut trench and 11,000 linear feet of pipe by microtunneling, installation of concrete structures and appurtenant work. As Project Superintendent, Dennis worked closely with the Owner and Designer on redesign and value engineering to complete the project ahead of schedule. The project received the 2011 Project of the Year from the North American Society of Trenchless Technology.

#### **MWRA, North Dorchester Bay CSO Storage Tunnel, Boston MA (\$148M)**

The \$148-million tunnel project involved drilling and lining a two-mile-long, 20-foot diameter tunnel at depths of 30 to 50 feet below South Boston, and construction of the mining and receiving shafts. As Project Superintendent, Dennis was responsible for overseeing Project Construction Operations, scheduling and coordinating work in the field, and monitoring the progress and work quality.

#### **Central Artery/Tunnel Project—Route 1A/Neptune Road Highway Viaduct, Boston, MA (\$10M)**

Structural repairs and modifications to the existing highway viaduct foundations and abutments, and altering and widening the existing viaduct structures while maintaining traffic flow. Demolition and reconstruction of the MSE and reinforced concrete highway structures was included. As Project Superintendent, Dennis managed personnel, equipment and materials to complete the project.



# Joseph Wanat, PE, PTOE, ENV SP

Design Manager | 27 years of experience

Joe is the Managing Director of VHB's Providence office. A Professional Engineer registered in Rhode Island, his primary areas of experience encompass traffic engineering, safety, design, planning, permitting, and project management for federal, state, and municipal clients. Joe has worked with many contractors on large-scale DB projects. He has worked with public agencies and state departments of transportation and has led robust public outreach, stakeholder engagement, and advisory group facilitation.

## Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Providence Viaduct Interchange Reconstruction

RIDOT, Pawtucket/Central Falls Train Station

MassDOT, Route 79/I-195 Interchange

## RIDOT Experience

Henderson Bridge Reconstruction

Pell Bridge Ramps Reconstruction

Providence Viaduct SB

Providence Viaduct NB NEPA Permitting

On-Call Traffic Design Consultant

Statewide Transit Master Plan

Providence Station Improvements

Highway Safety Improvement Program Support

## RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Joe is VHB's Project Manager for the \$270M Route 6/10 Interchange Reconstruction Project – RIDOT's largest DB Project. Efforts include overseeing VHB's bridge design, highway design, and traffic operations teams. Joe played a pivotal role in the effort to develop a vision for the corridor working closely with leadership from RIDOT and the City of Providence in developing a 3D model and traffic simulation model for the corridor and vetting the concept for engineering constructability and cohesion.

## RIDOT, Henderson Bridge Reconstruction, Providence/East Providence, RI

Joe is currently working with RIDOT on the reconstruction of the Henderson Bridge. Joe is supporting the community outreach, multimodal planning, and traffic engineering design elements. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB.

## RIDOT, Providence Viaduct Interchange Reconstruction (SB and NB), Providence, RI

Joe has served multiple roles on this project which involved the replacement of the I-95 structure in the northbound and southbound directions at the downtown Providence/Civic Center Interchange. Efforts included writing federal funding grants, federal and state permitting, traffic engineering, outreach/visualization, and assisting with oversight of the highway, traffic, and bridge design efforts.

## MassDOT, Route 79/I-195 Interchange, DB, Fall River, MA

For the City of Fall River, Joe participated in an engineering study that assessed how transportation infrastructure can better connect

## Education

MS, Civil & Environmental Engineering, University of California at Berkeley, 1998

BS, Civil Engineering, University of Massachusetts, 1994

## Registrations/Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), MA



the City's waterfront area, which is physically separated from the downtown by Route 79, a raised limited access highway, while enhancing long-term safety mobility for drivers, transit riders, pedestrians, and bicyclists. The goal of this study was to recommend ways to enhance the development potential of the waterfront area by creating developable land and improving transportation infrastructure. Joe provided transportation planning, traffic engineering, pedestrian, bicycle, and community outreach services to develop a "blueprint" for the future of the Route 79/Davol Street Corridor.

### **RIDOT, On-Call Traffic Design Consultant, Rhode Island**

Joe has provided technical assistance to RIDOT under VHB's On-Call Traffic Design Consultant contract. Key assignments included:

- » Traffic modeling support for a successful \$65M Federal FY 2020 INFRA grant for the Providence Viaduct
- » Traffic modeling support for a successful \$25M Federal FY 2020 BUILD grant for the Washington Bridge
- » Traffic modeling support for a successful \$20M Federal FY 2019 TIGER grant for the Pell Bridge
- » Preparation of a successful FY 2017 FASTLANE grant for the Route 6/10 and Interstate 95 Interchange Project
- » Route 6/10 Interchange Reconstruction Transit Hub Concept Design and Visualization
- » Providence Station Gateway Enhancements
- » Pawtucket/Central Falls Train Station/Bus Hub Transportation Planning
- » Design of a \$2M pedestrian safety enhancement project to the intersection of Memorial Boulevard and Francis Street in Providence
- » Design of a \$2M complete street enhancement project on Coronado Road in Warwick, RI

- » Preparation of a Complete Streets Action Plan for RIDOT
- » Preparation of a successful FY 2016 TIGER grant application for the Rhode Island Travel Plaza and Welcome Center

### **RIDOT, Coronado Road Streetscape and Ped. Safety Improvements, Warwick, RI**

Joe was the Project Manager working with RIDOT on the preparation of final design plans for streetscape, landscape, lighting, and sidewalk upgrades to Coronado Road, from Post Road to Jefferson Boulevard. The effort involved preparing concept and final design plans, creation of a new gateway entrance, and improved connections to the Interlink.

### **RIDOT, Highway Safety Improvement Program Support, Rhode Island**

Under RIDOT's Highway Safety Improvement Program, Joe conducted several road safety assessments (RSAs) throughout Rhode Island. Locations included Olneyville Square, Kennedy Plaza, Wickford Junction, Broad Street in Providence, and Main Street in Warren.

### **RIDOT, Congestion Management System, Rhode Island**

Joe served as the Traffic Design Engineer on RIDOT's initial effort to establish what is now RIDOT's Traffic Management Center (TMC) to improve incident response times and serve as a traffic data clearinghouse. He analyzed and screened intelligent transportation system (ITS) components suitable for early deployment in Rhode Island such as closed-circuit video surveillance, portable variable message signs, and special event traffic management systems and was responsible for locating variable message signs, video cameras, and vehicle detection stations. He prepared plans and specifications for phased implementation of field equipment, assisted in the design of a fiber-optic communication system, and prepared an implementation plan for diversion scenarios.



## Jeffrey Klein, PE, Associate DBIA

Deputy Design Manager/Structural Lead | 19 years of experience

Jeff leads high-profile bridge projects as VHB's Director of Structural Engineering in Rhode Island. His experience on DB projects as both Design Manager and Owner's Representative provide him with a unique skillset, allowing him to ensure the design meets the client's project objectives. He brings a diverse mix of solutions based on Project Management experience managing the inspection, preservation, design, and load rating of complex and routine highway, railroad, and bicycle/pedestrian bridges across the state and throughout New England.

### **RIDOT, Providence Viaduct Interchange Reconstruction (SB and NB), Providence, RI**

Jeff has had multiple roles on this project, currently serving as Project Manager for the DB Owner's Representative Services for the replacement of the NB interchange. Previously, Jeff was Lead Design Engineer for the SB mainline bridge that included the design of simple and continuous steel girders, piers, abutments on pile foundations, bearings and support of excavation for this intricately phased project. Jeff was Structural Design Manager for multiple bridges as part of the Viaduct NB Project preliminary design. Jeff also manages the bimonthly specific fatigue-prone crack monitoring inspection on the bridge.

### **RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Richmond and Hopkinton, RI**

Jeff was Design Manager for this DB rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street. Bridge rehabilitation work included replacement of the bridge deck, barrier, joints, and bearings while keeping all lanes open on I-95. Design included evaluation of fiber reinforced polymer (FRP) beam strengthening needs, concrete repairs, new deck-over-backwalls, and drainage improvements.

### **RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI**

Jeff is Design Manager for the Louisquisset Pike Bridge DB Rehabilitation project. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration providing major safety and stormwater treatment improvements. The full bridge replacement includes new two-span steel girder bridge on MSE-supported stub abutments constructed in phases.

#### **Design-Build Experience**

RIDOT, Providence Viaduct Interchange NB Reconstruction

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Pawtucket/Central Falls Train Station

RIDOT, Arcadia Management Area Falls River Bridge

#### **RIDOT Experience**

Washington Pedestrian Bridge

Reconstruction of Henderson Bridge

Stillwater Viaduct Bridge No. 278 Rehabilitation

On-Call Complex Bridge, Central Group 12

Statewide On-Call Bridge Inspection Services

#### **Education**

BS, Civil Engineering, University of New Hampshire, 2002

#### **Registrations/Certifications**

Professional Engineer, RI

NBIS Certified Bridge Inspector

Associate Designated Design-Build Professional

OSHA 10-Hour Construction Safety and Health Certificate

### **RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI**

Jeff is Structural Design Manager for the replacement of four bridges, including Westminster Street, Broadway, Plainfield Street, and Hartford Avenue. He also led the structural design peer review of the 6/10 Connector Huntington Viaduct interchange that includes four curved ramps and the complex phased viaduct structure.

### **RIDOT, Washington Pedestrian Bridge, Providence & East Providence, RI**

Jeff was Bridge Inspector and Project Engineer for a 1,600-foot, 15-span bridge that previously carried I-195 eastbound into East Providence for its development as a pedestrian bridge. Design components included new bearings, temporary construction support, and new retaining walls. The bridge consists of several different span types, including reinforced concrete spandrel column deck arches, steel girders, prestressed concrete girders, and reinforced concrete T-beams.

### **RIDOT, Reconstruction of Henderson Bridge, Providence, RI**

Jeff is currently working with RIDOT on the reconstruction of the Henderson Bridge. He is Technical Advisor on the project, providing design and constructability recommendations throughout the design process. At the onset of design, this bridge represented 12% of RIDOT's structural deficient inventory by bridge deck area. The replacement utilizes the existing pier foundations in the Seekonk River to the extent practicable to support a newly constructed narrower continuous superstructure.

### **RIDOT, Stillwater Viaduct Bridge No. 278 Rehabilitation, Smithfield, RI**

Jeff was Project Engineer for the in-depth inspection and rating of an historic structure that consists of a main concrete open spandrel

arch span with columns and roadway slab. This project won multiple awards for VHB's innovative design approach to replace multi-span concrete "T" beam supported on precast concrete pier bents.

### **RIDOT, On-Call Complex Bridge, Central Group 12 (Rehabilitation of 29 Bridges), Central RI**

Jeff was Project Manager for the repair and rehabilitation of 29 bridges across central Rhode Island. Work included bridge rehabilitation design, environmental permitting, traffic control, Amtrak and utilities coordination, and construction support services for a varied rehabilitation scope. Jeff oversaw structural design and led biweekly client coordination to meet an accelerated design and construction schedule.

### **RIDOT, Statewide On-Call Bridge Inspection Services, Rhode Island**

As a certified NBIS inspector, Jeff is VHB's Inspection Program Manager, coordinating and scheduling VHB inspection teams on this project and performing inspection report QA reviews. Bridges inspected as part of this 5-year project have included all types of superstructures including timber, steel, concrete, and prestressed concrete.

### **NYS DOT, Sandy Creek Deck Replacement over Route 177, DB, NY**

Jeff was Bridge Design Engineer for New York State Department of Transportation (NYS DOT)'s first DB Project. Responsibilities included deck replacement and superstructure rehabilitation design on this project that also included repairing steel girders and substructures to improve the bridge's low condition rating.



## Kris Kretsch, PE, CQA, QAT, ENV SP

Quality Control Administrator | 32 years of experience

Kris is a Senior Structural Engineer with diverse experience in bridge engineering and construction that includes quality assurance and quality control (QA/QC), inspection, rating, analysis, and design for highway and railroad structures. Kris's responsibilities have included seismic analysis of bridges, structural analysis and design for tunnels, buildings, earth retention systems, sign support structures, and mast arm installations. Kris is also an ASQ Certified Quality Auditor.

### Design-Build Experience

RIDOT, Louisquisset Pike Bridge Replacement

MBTA, Rail Bridge Replacements

MassDOT, Hines Bridge Replacement

MassDOT, Route 147 Rotary Replacement

NYS DOT, Accelerated Bridge Program

Middlebury Cross Street Bridge Over Otter Creek

VTrans, I-91 Bridges

### RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Kris is the Quality Administrator for the Louisquisset Pike Bridge DB Replacement project for RIDOT. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements. He is responsible for overall management of the project QC System, including management of QC activities, oversight of QC reviews, and auditing QC control procedures for both design and construction.

### MBTA, Rail Bridge Replacements DB Project, Various Locations, Massachusetts

Kris is the QA/QC Administrator for a DB contract with the MBTA to replace six bridges along various branches of the Commuter Rail system. He is responsible for oversight of the Design and Construction QA/QC Management, and ensuring that project quality plans are being followed.

### Education

BS, Civil Engineering, University of Massachusetts Lowell, 1988

AAS, Architectural Engineering, Vermont Technical College, 1981

### MassDOT, Derek S. Hines Movable Bridge Replacement DB, Amesbury, MA

Kris was Senior Engineer for the DB project to replace the Derek Hines three-span movable bridge carrying Main Street over the Merrimack River for MassDOT. Barletta Heavy Division, Inc. managed this project for MassDOT and VHB was design lead. Kris's responsibilities included structural analysis, seismic analysis, final design substructure and deep foundations, and quality assurance and quality control (QA/QC) of contract documents.

### Registrations/Certifications

Professional Engineer, RI

Professional Engineer (Structural I), VT

Professional Engineer, FL

NBIS Certified Bridge Inspector (Safety Inspection)

Envision™ Sustainability Professional

Certified Quality Auditor (Quality Auditing), 2022

NorthEast Transportation Training and Certification Program

### MassDOT, Route 147 (Memorial Ave) Rotary Replacement, DB, West Springfield, MA

Kris was the Accelerated Bridge Construction Advisor for a rotary replacement project in West Springfield. VHB was the lead designer for this important project that involved the replacement of two bridge superstructures along the rotary. Due to their alignments along the

rotary, the bridges required complex geometry, including splayed girders and variable deck overhangs. The bridges support existing utilities, including a large, concrete duct bank containing West Springfield's primary electric feed. Because of high traffic volumes along the roadway, the superstructure replacements were each performed over single three-day weekend closures, requiring the use of highly complex, custom designed precast, prefabricated bridge units (PBUs).

### **Cross Street Bridge Over Otter Creek, DB, Middlebury, VT**

Kris was Senior Engineer for the DB project to construct a new bridge for the Town of Middlebury and Middlebury College. His responsibilities included analysis and design and quality assurance and quality control for a new prestressed/post-tensioned three-span bridge for the Town of Middlebury and Middlebury College. The 480-foot signature bridge consists of two 120-foot prestressed box spans and a 240-foot post-tensioned main span which is the longest single span using precast-prestressed New England bulb tee girders. Concrete abutments included a cantilever wall on spread footing, a stub abutment on a pile foundation, and mechanically stabilized earth fill. Concrete piers were founded on steel H-piles.

### **MBTA, Design Engineering Services for Repair/Replacement of Systemwide Bridges, Massachusetts**

Kris is Project Manager for this task-order-based contract with the MBTA, responsible for overall quality and consistency for all assignments within the contract. Under this contract, VHB has received task orders for design and construction phase services for two bridge replacement projects carrying the Franklin Line over East Street in Westwood and the other carrying the Needham Line over Robert Street in Boston's Roslindale neighborhood. The site conditions at each

of the bridges requires unique design and accelerated construction techniques due to the urban locations and frequent commuter rail service. Kris's responsibilities include project management, and lead structural engineer and constructability, and QA/QC for Structural Engineering for the Robert Street assignments.

### **MassDOT, Columbia Greenway, Westfield, MA**

Lead Structural Engineer for the design and construction of nine bridges associated with the construction of a mixed-use trail along a former railroad. The trail is being designed in accordance with MassDOT Standards and includes rehabilitation of two existing truss structures, two new bridges, and five new superstructures constructed on existing abutments. Kris's responsibilities include task management, QA/QC, and design and administration of construction phase services.

### **NYSDOT, Accelerated Bridge Program—Phase 1B DB Projects for Zone 1 and Contract No. D90006, New York**

As Senior Bridge Engineer Kris provided technical support in design for the New York State Department of Transportation (NYSDOT) Accelerated Bridge Program, Phase 1B, Zone 1. Projects included removing and replacing reinforced concrete bridge decks, repairing steel elements, repairing abutments, repairing or replacing bearings, and performing other work on bridge elements with low condition ratings.



## James Pisano, PE

Design Quality Control Manager | 29 years of experience

Chief Highway Engineer for VHB's Providence office, Jamie has extensive transportation, stormwater management, and site development design experience. Jamie has worked with RIDOT since 1992 on significant projects, focusing on alignment, grading, drainage, traffic management, construction documents and staging, right-of-way, and environmental permitting, as well as subdivision and site plans, specifications, and cost estimates.

### Design-Build Experience

Reconstruction of the Route 6/10 Interchange

### RIDOT Experience

Washington Bridge No. 200 Reconstruction

Henderson Bridge No. 600 Reconstruction

Providence Viaduct Bridge No. 578

Pleasant Valley Bridge No. 777 Rehabilitation

Stillwater Viaduct Bridge No. 278 Rehabilitation

Taunton Avenue Ramp CR-1 Bridge

### Education

BS, Civil Engineering, Clarkson University, 1992

### Registrations/ Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), MA

Professional Engineer (Civil), CT

### RIDOT, Henderson Bridge No. 600 Reconstruction, Providence and East Providence, RI

Jamie is Project Manager responsible for all design elements including but not limited to survey, cultural resources, environmental permitting, bridge, highway, and traffic design, traffic control plans, stormwater management, utility relocation, value engineering, and contract documents, as well as Public outreach and project coordination. The Henderson Bridge No. 600 connects Providence to East Providence spanning East River Street, the Seekonk River, former railroad tracks, Waterfront Drive, and Massasoit Avenue. The \$66 million Henderson Bridge No. 600 reconstruction replaces a six-lane highway structurally deficient bridge to nowhere with a three-lane bridge with a twelve-foot-wide shared use path. This new bridge along with the proposed roadway improvements approaching the bridge accommodates multimodal transportation, improves safety through lower speeds and traffic calming measures, enhances water quality with the removal of impervious areas and Best Management Practices (BMPs), provides access to the waterfront, and opens up land for redevelopment/ economic development.

### RIDOT, Providence Viaduct Bridge No. 578, Providence, RI

Jamie was Deputy Project Manager and Highway Task leader, responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), right-of-way, utility coordination, quantity take-off, cost estimating, and specifications for the relocation of Interstate Route 95 to the new southbound Providence Viaduct Bridge and adjacent ramps. The New Providence Viaduct Bridge spans over city streets, I-95 on/off ramps, Route 6, Amtrak, and the Woonasquatucket River. This bridge is part of the Civic Center Interchange with connections to Providence Place, Route 6/10, Downtown Providence, and Federal Hill. Subsequent to this project, RIDOT advanced the Providence Viaduct No. 578 northbound structure as a Design Build. Jamie participated in the development of the basic technical concept (BTC), request for proposal, and utility coordination.



### **RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI**

Jamie was responsible for the horizontal and vertical geometry for Route 6 of the Route 6/10 Interchange, a \$248-million project that uses accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections. The project adds new connections for pedestrians and bicyclists over Amtrak's railroad tracks, improves traffic patterns and neighborhood connectivity, and opens up land for development. Route 6, extending over the Amtrak railroad, Plainfield Street, and Hartford Avenue, required full depth reconstruction and mill and overlay to accommodate the superelevation requirements of the horizontal geometry. Jamie coordinated design elements within the project corridor with multiple design firms and the contractor.

### **RIDOT, Pleasant Valley Bridge No. 777 Rehabilitation, Providence, RI**

Jamie, was the Highway Lead responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-offs, cost estimating, and specifications for a two-span, 102-foot-long structure over the Woonasquotucket River. The project also included widening and replacement of the superstructure as well as traffic and roadway improvements to accommodate future traffic improvements.

### **RIDOT, Stillwater Viaduct Bridge No. 278 Rehabilitation, Smithfield, RI**

As the Highway Lead, Jamie was responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-offs, cost estimating, and specifications for the reconstruction of a historic viaduct that spans the Woonasquotucket River in Smithfield. This project won multiple awards for VHB's

innovative approach to design. Approach spans consist of multi-span concrete "T" beam supported on concrete pier bents.

### **RIDOT, Washington Bridge No. 200 Reconstruction, Providence/East Providence, RI**

Jamie was responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-offs, cost estimating, and specifications for a project to realign Interstate Route 195 from Providence to East Providence and constructed a new bridge on drilled shafts. A critical component to the success of this project was the maintenance and protection of traffic. Jamie coordinated the tasks required to maintain four lanes of interstate traffic and minimize ramp closures.

### **RIDOT, Taunton Avenue Ramp CR-1 Bridge, Providence/East Providence, RI**

Jamie was responsible for the complete design and development of construction documents for a project to realign the Taunton Avenue off-ramp in order to facilitate the construction of the Washington Bridge No. 200 Reconstruction. For the Taunton Avenue Ramp project, he provided the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-off, cost estimating, and specifications. The project's challenges included multiple subconsultant coordination, and construction sequencing. The key issue of this project was the need to maintain schedule. The project required that design and construction be completed in an extremely tight timeframe in order to facilitate construction of the Washington Bridge No. 200 Reconstruction project.



## William Kearns, QAT

Construction Quality Control Manager | 40 years of experience

Bill is Barletta's Quality Control Manager, with 26 years of construction QC experience. Bill is responsible for development and implementation of the Quality Control Program (QCP), with authority to establish, approve, and maintain the QCP and act on any and all issues relating to the quality of the project, including ensuring compliance of all subcontractors and suppliers.

Bill communicates directly with Corporate Senior Management to identify, initiate and recommend solutions to problems relating to Quality Assurance and Control, and is authorized to stop any unsatisfactory or non-conforming work on a project and direct rework and/or removal.

Bill works closely with all subcontractors and suppliers to coordinate the project's construction activities. On Design-Build projects, Bill coordinates his Quality efforts with the Design QC Manager and project QC Administrator.

### **RIDOT, Route 6/10 Interchange, Design-Build, Providence, RI (\$270M)**

Bill is the Construction QC Manager for the reconstruction of the Route 6/10 Interchange, a Design-Build project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound.

### **MassDOT, Route 79/I-195 Interchange & Braga Bridge, Design-Build, Fall River, MA (\$228M)**

Bill was the Construction QC Manager for this multi-award winning project which included the design and reconstruction of the interchange of Route 79 and I-195; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; construction of a new at-grade roadway system and intersections; the reconstruction/rehabilitation of four bridges; and structural repairs of the I-195 EB and WB Braga Bridge over the Taunton River and Route 79.

The Project was completed with no significant Quality issues as a result of Bill's commitment to plan reviews, inspections and quality testing during the project. The QC process started during the design phase and continued through the construction phase. Bill supervised QC field staff and 3rd party testing companies during the project's construction.

### **Design-Build Experience**

RIDOT Route 6/10 Interchange

MassDOT Route 79/I-195 Interchange & Braga Bridge

MassDOT Hines Bridge

### **Education**

BS, Chemical Engineering,  
Rensselaer Polytechnic Institute,  
Troy NY

MS, Business Administration,  
Chaminade University, Honolulu  
HI

### **Registrations/ Certifications**

Quality Assurance Technologist  
Certification, Northeast  
Transportation Training and  
Certification Program (NETTCP)



### **MassDOT, First Lieutenant Derek S. Hines Bridge Replacement Design-Build, Amesbury, MA (\$34M)**

The \$34-million Hines Bridge DB project is located within a designated historic site, and the replacement bridge met the strict requirements of the Historical Commission. The contract called for the complete design and replacement of the swing-span bridge, including the bridge structure and related roadway approaches. The project required the design and construction of scour countermeasures for the Merrimack River to protect the bridge abutments and piers. Most of the project work required working within the navigable channel to perform the demolition of the existing bridge and foundations and the installation of cofferdams, deep foundations, concrete and stone masonry abutments and piers, and the repair/rehabilitation of existing stone masonry abutments. As QA/QC Manager, Bill was responsible for quality checking the work of multidisciplinary teams of construction personnel, as well as multiple subcontractors and fabricators, and coordinating with the Design Team.

### **Central Artery/Tunnel Project—I-90/Route 1A Interchange and New MBTA Blue Line Airport Station, Boston, MA (\$267M)**

Bill was the Construction QC Manager for this contract which included the construction of at-grade and elevated highways which link Route I-90, Route 1A, the entrance/egress roads at Logan Airport and the MBTA's Airport Station. A major component of the project was the implementation of a comprehensive staging and detour plan so that the flow of traffic in and out of the airport was not interrupted; all roadways, tunnels, and rail lines were maintained open to the public during construction. The contract also included construction of a 25-acre park, storm water pump station, extensive rehabilitation of existing utilities and installation of new drainage/utility lines. As a result of Bill's

QA/QC efforts, the project received no Non-Conformance Reports.

### **John J. Carroll/Walnut Hill Water Treatment Plant, Marlborough, MA (\$212M)**

The John J. Carroll Water Treatment Plant in Marlborough performs several major treatment processes, including primary and secondary disinfection, pH level adjustment, and fluoridation. Between the two projects, over 35 acres of land was cleared, more than half a million cubic yards of material was excavated, 95,000 cubic yards of concrete was poured, 12,000 tons of reinforcing steel was placed, and just under 12,000 feet of pipe ranging in size from 60" to 144" was installed.

#### » **MWRA Contract 6488, WHCP-3 (\$67M)**

Bill managed the Construction QC of the 55 million gallon below ground water storage tank and related mechanical and electrical systems, drainage pump station, water transmission lines, and overflow structure.

#### » **MWRA Contract 6489, WHCP-4 (\$145M)**

Bill was responsible for Construction QC for the new 405 MGD ozone water treatment plant, all related structures and water transmission lines and a 69kV substation/generator with associated electrical systems.



## Rick Rhodes, PE

Civil/Highway Lead | 16 years of experience

Rick is the Director of Highway Engineering in VHB's Providence, Rhode Island office. A Professional Engineer registered in Rhode Island and Massachusetts, his responsibilities include the design and plan preparation for various transportation improvement and land development projects throughout the northeast. Rick has become proficient in design programs including AutoCAD Civil, AutoCAD Land Desktop, and Microstation.

### Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

### RIDOT Experience

Reconstruction of Henderson Bridge

Providence Viaduct Bridge No. 578

Reconstruction of Pell Bridge Approaches

Statewide High Hazard Intersections/Ramps Program

Reconstruction of Two Mile Corner

Reconstruction of Hartford Avenue

### RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Rick is Highway Design Lead for the Route 6 portion of the project for this project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, adding new connections for pedestrians and bicyclists over Amtrak's railroad tracks, improving traffic patterns, neighborhood connectivity, and opening up land for development.

### RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Rick is Highway Design Lead for the Louisquisset Pike Bridge DB Replacement project. The bridge carries busy Route 146 over Route 116. He is leading a team of engineers responsible for the design of the interchange reconstruction including the roadway and stormwater improvements.

### RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

Rick was the Highway Design Lead for a DB rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street in Hopkinton. He led a team of engineers responsible for the design of the roadway and stormwater improvements. Additional improvements included concrete repairs, new deck-over-backwalls, roadway approaches, and drainage improvements.

### RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Rick is working with RIDOT on the reconstruction of the Henderson Bridge. He is the highway design Team Leader, guiding a team of engineers in the design of the project roadways. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the

### Education

MS, Civil Engineering, Western Michigan University, 2009

BS, Civil Engineering, Michigan State University, 2003

### Registrations/ Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), MA

linear park on the Washington Bridge, which was also designed by VHB. New roundabouts are proposed on the Providence and East Providence sides of the bridge.

### **RIDOT, Providence Viaduct Bridge No. 578, Providence, RI**

Rick is working on highway improvements to two bridges, one northbound and one southbound, to be located in downtown Providence spanning over city streets, I-95 on/off ramps, Route 6, Amtrak, and the Woonasquatucket River. Four on/off ramp bridges that connect to the northbound and southbound bridges were part of the highway scope for this project. Rick role was in the review plans and quantity takeoff and cost estimate for the highway portion of this very complex project.

### **RIDOT, Reconstruction of Pell Bridge Approaches, Newport, Rhode Island**

Rick is the Design Manager for the reconstruction of the Pell Bridge approach ramps on the Newport side. This project includes the development of an Environmental Assessment (EA) as part of the NEPA process, and final design for the reconfiguration of the interchange at the Pell Bridge easterly approach. The project improves traffic flow through the area, provides multimodal accommodations, and opens free space for future development.

### **RIDOT, Statewide High Hazard Intersections/Ramps Program, Rhode Island**

For the Rhode Island Department of Transportation (RIDOT), Rick was responsible for the design of geometric modifications, wheelchair ramp design, and production of construction plans for a project identifying hazardous intersections throughout the state and proposing improvements to traffic signals, lane configuration, intersection geometry, and

modification to wheelchair ramps to adhere to ADA standards.

### **RIDOT, Reconstruction of Two Mile Corner, Middletown, RI**

For the Rhode Island Department of Transportation (RIDOT), Rick worked on a project to provide full depth reconstruction of West Main Road and East Main Road and the intersection of the two roadways at Two Mile Corner. This project included the widening of the East Main Road, geometric modifications, drainage improvements, reconstruction of three traffic signals, and right-of-way alterations. Rick participated in the design of horizontal and vertical alignments, drainage design and production of construction and right-of-way plans.

### **RIDOT, Reconstruction of Hartford Avenue (Route 6A), Johnson/Providence, RI**

For the Rhode Island Department of Transportation (RIDOT), Rick worked on a project to provide horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), right-of-way, utility coordination, quantity take-off, cost estimating, and specifications to widen an urban arterial road. The project's challenges included mitigation for environmental regulations, construction sequencing, and right-of-way impacts. In addition to adding turn lanes at major intersections, the work on this project replaced the entire drainage system and incorporated sidewalks to facilitate pedestrian access. Rick performed various design tasks including horizontal alignments, geometric modifications, alternative designs, and produced construction plans and right-of-way plans for the project.



## Peter Pavao, PE, PTOE

Traffic Lead | 15 years of experience

Peter is the Director of Transportation Systems in VHB's Providence office with experience in various phases of highway, safety, and traffic engineering for roadway improvement projects throughout Rhode Island. Peter has successfully managed various phases of highway safety and has extensive traffic experience, including leading various highway safety improvement programs, traffic phasing staging for complex highway and bridge reconstruction projects, traffic simulation, and traffic signal design.

### Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

### RIDOT Experience

Henderson Bridge Reconstruction

Providence Viaduct Bridge No. 578

Washington Bridge No. 200

Reconstruction of Pell Bridge Approaches

On-Call Traffic Design Consultant

Highway Safety Improvement Program (HSIP) Support

Statewide High Hazard Intersections/Ramps Program

### RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Peter is Task Manager for the traffic analysis and TMP development for this \$270-million project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, improving traffic patterns, neighborhood connectivity, and opening land for development.

### RIDOT, Washington Bridge No. 700, Providence & East Providence, RI

Peter served as the Project Manager for the development of the benefit cost analysis (BCA) used in the BUILD grant for the project. VHB developed detailed traffic analysis for various alternatives and supported RIDOT in understanding the travel time benefits for each to help identify the alternative with the highest benefit to cost ratio.

### RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Peter is Task Manager for the traffic analysis and TMP development for the Louisquisset Pike Bridge Design-Build Replacement project for RIDOT. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements. He had led the development of traffic analysis to support various staging to ensure optimal traffic operations align Route 146 and on Route 116 during all stages of construction.

### RIDOT, Henderson Bridge Reconstruction, Providence/East Providence, RI

Peter is supporting the traffic and safety engineering, and maintenance of traffic control design elements. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB. New

### Education

BS, Civil Engineering, University of Rhode Island, 2006

### Registrations/Certifications

Professional Engineer (Civil), RI

Professional Traffic Operations Engineer

roundabouts are proposed on the Providence and East Providence sides of the bridge.

### **RIDOT, Evaluation and Rehabilitation of Providence Viaduct Bridge No. 578, Providence, RI**

Peter served as a Traffic Engineer involved with the destination signing and traffic control plans portion of a project to rehabilitate a bridge in the heart of Providence that carries busy Interstate 95 traffic over the Woonasquatucket River, railroad tracks, and local city streets. The destination signing tasks involved designing complex signing schemes based on the latest MUTCD standards. The traffic control design tasks involved five complex construction phases that enabled work to be performed with minimal impact to adjacent travel lanes.

### **RIDOT, Washington Bridge No. 200, Providence & East Providence, RI**

For RIDOT, Peter served as a Traffic Engineer involved with the destination signing and traffic control plans portion of a project to rehabilitate a bridge that carries busy Interstate 195 traffic over the Seekonk River. The destination signing tasks involved designing complex signing schemes based on the latest MUTCD standards. The traffic control design tasks involved multiple complex construction phases that enabled work to be performed with minimal impact to adjacent travel lanes and ramps.

### **RIDOT, Reconstruction of Pell Bridge Approaches, Newport, Rhode Island**

Peter is the Project Manager for the reconstruction of the Pell Bridge approach ramps on the Newport side. This project includes the development of an Environmental Assessment (EA) as part of the NEPA process, intensive public and stakeholder outreach to identify numerous alternatives for this transformative project for Newport's North End. This project will result in up to 2 design-bid-build contracts for the realignment

of the interchange and the re-connection of JT Connell Highway.

### **RIDOT, On-Call Traffic Design Consultant, Rhode Island**

Peter is Project Engineer for the RIDOT On-Call Traffic Design Consultant contract, which includes on-call/as needed traffic engineering services on a variety of tasks. Tasks have included vehicle and pedestrian road safety assessments, traffic signal inspections, preparation of a signal optimization contract, traffic signal design, development of the Highway Safety Improvement Program Annual Report and Program Document, training for RIDOT Traffic Design and Maintenance staff, development of a master price agreement for photo enforcement vendors, and miscellaneous support tasks.

### **RIDOT, Highway Safety Improvement Program (HSIP) Support, Rhode Island**

Peter is Project Manager for the various HSIP-related tasks as part of the Rhode Island Department of Transportation's (RIDOT) On-Call Traffic Design Consultant contract, which includes on-call/as needed highway safety engineering services on a variety of tasks. Tasks have included HSIP Annual Reporting, HSIP Design Study, and HSIP Program Administration. He also leads road safety assessments in support of the highway safety improvement program and has assisted in the development of a statewide safety action plan, including pedestrian RSA training and actual RSAs at high pedestrian tourist areas. He also was responsible for the safety effectiveness evaluations of several safety improvement projects after studies.



## Susan Moberg, PWS, CFM

Environmental Manager | 28 years of experience

Susan leads VHB's Environmental Sciences Group in Rhode Island. Her work focuses on environmental site assessments, wetland delineation, soil analysis, and environmental permitting with a particular emphasis on the energy sector and the coastal environment. Susan has extensive experience in successfully managing large complex projects requiring diverse skill sets.

### Design-Build Experience

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Falls River Bridge Replacement

### RIDOT Experience

Washington Bridge No. 200

Henderson Bridge Replacement

Providence Viaduct No. 578

Stillwater Viaduct No. 278

Pleasant Valley Parkway Bridge No. 777 Rehabilitation

Goat Island Causeway No. 697 Rehabilitation

Industrial Drive Bridge Inspection and Rehabilitation

### Education

BS, Soil and Water Science, University of Rhode Island, 1993

### Registrations/Certifications

Professional Wetland Scientist

Professional Soil Scientist

Certified Floodplain Manager

RI Coastal Resources Management Council Certified Invasive Manager (Coastal Buffer Zone Management), RI

### RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

For RIDOT, Susan managed the permitting effort for a DB rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street in Hopkinton. Tasks included wetland delineation and Rhode Island Department of Environmental Management (RIDEM) permitting. Additional improvements included fiber reinforced polymer (FRP) beam strengthening, concrete repairs, new deck-over-backwalls, roadway approaches, and drainage improvements.

### RIDOT, Falls River Bridge Replacement, Arcadia Management Area, DB, Exeter, RI

VHB worked with the RIDOT and Northern Construction to develop design engineering and permitting documents for the replacement of the Falls River Bridge that conveys Plain Road over Wood River in the Arcadia Management Area. Susan lead the environmental surveying and permitting efforts. Susan performed a wetland delineation of the project area, conducted a survey for rare freshwater mussels, and prepared permit applications for the replacement of the existing wooden bridge. Susan also guided the DB team through the environmental permitting and compliance process to ensure that the project was designed and constructed in accordance with applicable environmental regulations.

### RIDOT, Henderson Bridge No. 600, Providence, RI

For RIDOT, Susan managed the environmental permitting for the replacement of the Henderson Bridge across the Seekonk River (tidal waters) between Providence and East Providence. Tasks included wetland delineation, National Environmental Policy Act (NEPA) Categorical Exclusion and prepared the Rhode Island Coastal Resources Management Council (CRMC) permit application for the project.



### **RIDOT, Providence Viaduct No. 578, Providence, RI**

For RIDOT, Susan managed the environmental permitting for the Providence Viaduct Replacement Project. Tasks that Susan performed or supervised include resource area delineation; NEPA permitting; CRMC, RIDEM and U.S. Army Corps of Engineers (USACE) permitting; stormwater runoff analysis and water quality treatment design; cultural resources review; Stormwater Pollution Prevention Plan (SWPPP) preparation and construction phase SWPPP monitoring. This complex, multi-phase project has gone through several scope changes over the years since inception, and Susan has provided high-level environmental permitting strategy support to the design team.

### **RIDOT, Stillwater Viaduct No. 278, Smithfield, RI**

Under contract with the RIDOT, Susan managed the environmental permitting for the reconstruction of an historic viaduct that spans the Woonasquatucket River in Smithfield. Environmental tasks for this bridge project included wetland delineation and state and federal permitting, including an environmental evaluation under the NEPA, a RIDEM Freshwater Wetlands permit application, and a USACE Programmatic General Permit. Due to its historic status, a Section 106 Documentation Report and Memorandum of Agreement were also needed.

### **RIDOT, Pleasant Valley Parkway Bridge No. 777 Rehabilitation, Providence, RI**

Under contract with RIDOT, Susan worked on a project to provide maintenance and rehabilitation of a bridge over the Woonasquatucket River. She completed a wetland delineation and conducted a Categorical Exclusion under NEPA. Future permitting will include the Rhode Island CRMC and USACE applications.

### **RIDOT, Washington Bridge No. 200, Environmental Investigation and Permitting, Providence, RI**

Under contract with the RIDOT, Susan managed the environmental investigation and permitting for the reconstruction of Washington Bridge No. 200 across the Seekonk River in Providence. Permitting included state and federal permit applications, including NEPA, the Rhode Island CRMC, RIDEM Water Quality Certification, USACE, and U.S. Coast Guard (USCG) Individual Bridge permit application. Susan also prepared cultural resource permitting documents including a Section 106 Documentation Report and Memorandum of Agreement, and a 4(f) Memorandum for the bridge, which was eligible for listing on the National Register of Historic Places. Also critical for the project due to its location in a former industrial area, Susan prepared an Environmental Site Assessment investigating for hazardous materials, and a soil boring program to characterize spoils generated from the advancement of 13 drilled shafts that support the new bridge.

### **RIDOT, Goat Island Causeway No. 697, Newport, RI**

For RIDOT, Susan was involved in the maintenance and rehabilitation of a causeway to Goat Island across tidal waters. The project called for replacement of bridge superstructure, repair of piers, construction of a pedestrian and utility bridge on a parallel alignment, and reconstruction of the bridge approaches. Susan conducted a Categorical Exclusion under NEPA. Permits were done for the CRMC, the RIDEM, USACE, and the USCG.



## Richard McGinn

Construction Superintendent | 35 years of experience

As the Senior Project Manager for Aetna Bridge Company, Rick's responsibilities include the coordination of DB team members; management of jobsite construction and erection schemes; coordination of subcontractors; supervision of field management and crafts workers; directing scheduling, cost and progress projections and reporting; and overseeing quality control and safety. Rick also serves as a project's liaison between Aetna Bridge, the owner, engineer and trade unions.

### Design-Build Experience

MassDOT Rt 79/I-195  
Interchange & Braga Bridge  
RIDOT Wood River Bridge

### RIDOT Experience

3R Improvements to I-95  
Service Roads & Bridges  
High Priority Repairs Sakonnet  
River Bridge  
Main Rd. Bridge Replacement  
Robin Hollow Bridge  
I-95 Safety Improvements  
I-95 Bridge Safety  
Improvements

### Education

BS Civil Engineering, University  
of Rhode Island

### Registrations/ Certifications

American Institute of Steel  
Construction – Advanced  
Certified Steel Erector  
OSHA 30 – Management/  
Supervisory  
ATSSA Work Zone Safety  
Training – Supervisor  
OSHA Crane Safety Training 1.1  
Aerial Lift & Forklift Safety  
Training  
First Aid/CPR

### RIDOT, Wood River Valley Bridge, Design Build, Hopkinton, RI (\$12M)

Rick is the Construction Manager for this DB bridge rehabilitation project which includes replacing portions of the 270-ft-long concrete T-Beam bridge superstructure and performing various structural concrete repairs. A complex jacking and shoring operation was required to replace the existing rocker bearings. Significant traffic management/control along I-95 is being performed. Rick was deeply involved in the development of Aetna Bridge's Value Engineering proposal accepted by RIDOT to cut both costs and project duration.

### MassDOT, Route 79/I-195 Interchange & Braga Bridge, DB, Fall River, MA (\$228M)

Aetna Bridge's \$30M portion of this project consisted of rehabilitation of the 4,000' long truss bridge over the Taunton River. The most complex operation on this project was the heavy lift of the fail-safe catcher beams at the five "Pin and Hanger" connections in the girder spans. The catcher beam assembly was lifted with the use of eight (8) strand jacks that were mounted on the road deck above. The lifts ranged from a height of 45 feet to 140 feet and weighed over 170,000 pounds. Other work on the project included 400 CY of concrete beam/strut strengthening as well as steel floor beam, stringer, and lateral brace strengthening repairs, 175 EA jacking shoring for bridge bearing replacement, 4,680 LF of bridge joint replacement, 4,050 CF structural concrete repairs, and 667 CY concrete deck overlay, extensive maintenance and protection of traffic on Interstate Route I-195 including setting 91,000 LF temporary median barrier. As the Structural Steel Construction Manager, Rick was instrumental in Aetna Bridge being awarded the national American General Contractor's (AGC) Safety Excellence Award (2nd Place Nationwide).

### **RIDOT, 3R Improvements to I-95 Service Roads & Bridges, Providence, RI (\$7M)**

As Project Manager, Rick oversaw the phased bridge demolition and reconstruction of five bridges over I-95 including replacement of the concrete bridge decks, sidewalks, parapets, and joints. A complex maintenance and protection of traffic plan was deployed along I-95 in Providence. Work included repairs to the Atwells Ave., Broadway, and Washington St. Bridges, which are adjacent to the I-95 NB Viaduct.

### **MassDOT, Replacement of County Street Bridge over Amtrak, Attleboro, MA (\$8M)**

Rick served as Project Manager for the complete replacement of a 147' long steel girder bridge over Amtrak's Northeast Corridor Rail Lines. The project required extensive work during Amtrak's non-revenue service hours to install drilled shaft foundations and to construct the new bridge over the railroad. Significant coordination with utility owners was required to maintain the fiber optics, electric lines, and gas main services, which were supported in place by construction of two temporary utility bridges.

### **RITBA, Steel Repairs & Protective Coating, East Approach of Newport/Pell Bridge, Newport, RI (\$40M)**

Rick was Aetna Bridge's Project Manager for this critical infrastructure repair project. Work included the full blast-removal of paint on the east approach spans, and replacement with a three-coat paint system. Steel repairs were performed to floor beam brackets, knee braces, bottom flanges, webs, and the steel deck truss, stringer webs and flanges.

### **ACOE Cape Cod Steel Repairs, Bourne and Sagamore Bridges, Bourne, MA (\$10M)**

Rick served as Project Manager for the significant repairs to the steel arch bridges including repairs to batten plates, gusset plates, wind chords, trusses, utility brackets,

floor beams, and diaphragms. Both bridges carry four lanes of traffic over the Cape Cod Canal. Existing paint was removed and new protective coatings were applied. A substantial movable platform system was used to access most of the work over the canal to minimize disruptions to vehicle traffic.

### **RIDOT, High Priority Repairs Sakonnet River Bridge, Tiverton, RI (\$3M)**

Structural steel repairs, bridge joint repairs, maintenance and protection of traffic.

### **RIDOT, Main Road Bridge Replacement, Tiverton, RI (\$9M)**

Phased bridge reconstruction including CIP substructure, installation of precast beams, and CIP bridge deck.

### **RIDOT, I-95 Bridge Safety Improvements, Providence, RI (\$13M)**

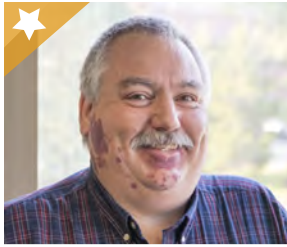
Rehabilitation of 17 bridges: concrete bridge repairs, jacking and shoring for bearing replacement, pier cap removal/replacement, joint/superstructure replacement, traffic control, paving (including Oxford St Bridge).

### **RIDOT, I-95 Safety Improvements, Pawtucket, RI (\$6M)**

Phased bridge demolition and reconstruction for 5 bridges over I-95 including concrete bridge repairs, preventative maintenance tasks, maintenance and protection of traffic.

### **RIDOT, Robin Hollow Bridge, West Greenwich, RI (\$3M)**

Phased bridge reconstruction on I-95, including installation of piles, CIP substructure, installation of precast beams and CIP deck.



# Stephen Thurber

Scheduler/Project Controls | 39 years of experience

## Design-Build Experience

RIDOT Route 6/10 Interchange  
MassDOT Route 79/I-195 Interchange & Braga Bridge  
MassDOT Hines Bridge  
SSTTDC Delahunt Parkway  
MWRA Blue Hills Covered Storage Facility

## Education

B.S. Civil Engineering,  
Northeastern University

## Registrations/ Certifications

Primavera Systems, Inc. – P3  
Project Scheduler  
  
Oracle Corporation – P6  
Enterprise Project Portfolio  
Management

Steve has extensive construction experience in project controls and scheduling. He specializes in detail and precision as evidenced by his experience preparing and updating schedules for projects ranging from a few million dollars to \$270 million and anywhere from 1,200 to 12,000 activities. Steve is well-versed in per hour task scheduling, such as on the MBTA's Clayton Street ABC Bridge Replacement project, for which he produced a detailed hour-by-hour schedule for the weekend bridge replacement work, and the MassDOT Add-A-Lane project for the demolition and traffic movements required during the weekend shutdown of I-95 to perform the bridge demolition work.

## Project Scheduler Experience

As Project Scheduler, Steve is responsible for developing project schedules including cost and resources loading in conjunction with the project team, including critical path analysis and alternate schedules.

Steve completes schedule narratives and risk assessments, tracks and measures both schedule and construction cost performance, interacts with the onsite design, engineering, and construction teams and identifies opportunities for improvement, potential conflicts, delays, and areas where additional concentration is required. He analyzes time/cost impacts of schedule changes, performs schedule updates, and provides data to support the rest of the project team's efforts in anticipating cost control measures, workforce requirements, and change order tracking and reports. Steve uses Oracle's Primavera P6 Enterprise Project Management software to develop project schedules.

He is responsible for schedule coordination and communication between the Design and Construction segments of Design-Build Teams, including information distribution, reviews, cost and resource controls, feedback and reporting.

- » RIDOT, Route 6/10 Interchange Design-Build (\$270M)
- » MassDOT, Route 79/I-195 Interchange & Braga Bridge DB (\$228M)
- » MassDOT, I-95 Add-A-Lane Contract V (\$180M)
- » MassDOT, First Lt. Derek S. Hines Bridge Replacement DB (\$34M)
- » SSTTDC, Bill Delahunt Parkway Design-Build (\$35M)
- » MBTA, Clayton St. ABC Bridge Replacement (\$5M)
- » MBTA, Government Center Station (\$85M)
- » MBTA, Columbia Junction Signal Replacement (\$43M)
- » MBTA, Red Line Trough & Winter Resilience Improvements (\$19M)
- » MWRA, Blue Hills Covered Storage Facility Design-Build (\$38M)





# Joan Zapatka

Safety Manager | 19 years of experience

Joan is the Safety Manager at Aetna Bridge, where she is responsible for enforcement of all local, state and OSHA standards and practices, as well as compliance with health and safety policies and procedures on assigned projects. Joan completes on-site safety inspections, as well as performs employees' initial site safety training and prepares/presents weekly information and training meetings for all project personnel. In addition, Joan conducts site-specific hazard analyses and oversees and develops the safe work practices of confined space entry, fall protection, marine work, silica, work zone safety, excavation and earth work. She is responsible for accident/incident investigations and reporting, develops site-specific Safety and Health Plans, and oversees the development of Job Hazard Analyses.

## Design-Build Experience

RIDOT Route 295 Bridges – Contract 2  
RIDOT Wood River Bridge  
RIDOT Louisquisset Pike  
RIDOT 6/10 Interchange  
RIDOT RhodeWorks Toll Facilities

## Education

BS Occupational Safety and Health, Keene State College, NH

## Registrations/Certifications

OSHA Authorized Trainer for the Construction Industry - 10 hour and 30 hour  
AHA First Aid/CPR Certified Instructor  
ASSE Certified Instructor for Flagging  
Homeland Security Certified  
NFPA70E Certified for Electrical Safety in the Workplace  
MSHA Certified for Industrial Hygiene Sampling  
Liberty Mutual Certified in Safety Management - Remedial through Advanced  
ASSE Certified Work Zone Safety Supervisor

## Safety Manager Project Experience

Joan served as the Safety Manager for numerous major bridge projects, including:

- » RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI (\$270M)—Safety Manager for Aetna Bridge's scope of work
- » RIDOT, Route 295 Bridges—Contract 2, DB, Johnston, RI (\$35M)
- » RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI (\$15M)
- » RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI (\$12M)
- » RIDOT, RhodeWorks Toll Facilities, DB (\$15M)
- » RITBA, Newport Pell Bridge Deck Rehabilitation at East Approach, Newport, RI (\$19M)

## Awards

- » Association of General Contractors National Safety Excellence Award (Aetna Bridge Company) 2016—2nd place Bridge Division



# Michael Foley

Executive Committee | 34 years of experience

Mike is a highly skilled construction executive with extensive experience overseeing complex public-sector projects. Mike has served as Barletta's Project Executive and representative on the Executive Committee for eight Design-Build projects; seven of the projects included VHB as the Team's Designer, and two included Aetna Bridge as a construction partner. In his role as Vice President of Barletta Heavy Division, Mike has the full spectrum of resources available to support all aspects of a project and ensure its successful delivery.

## Design-Build Experience

MBTA Rail Bridge Replacements  
RIDOT Pawtucket/Central Falls Bus Hub & Commuter Rail  
RIDOT 6/10 Interchange  
MBTA RL/OL Signals Systems  
MassDOT Route 79/I-195 Interchange & Braga Bridge  
MassDOT Hines Bridge Replacement  
SSTTDC Delahunt Parkway  
MBTA Blue Hills Covered Storage

## Education

B.S. Civil Engineering,  
Worcester Polytechnic Institute

## Registrations/ Certifications

Construction Industries of  
Massachusetts -Chairman,  
2017-2018; Board of Directors,  
2011-2017

## Design-Build Executive Committee Experience

Mike has been a Design-Build Executive Committee member on the following projects:

- » **MBTA Rail Bridge Replacements Design-Build Project (\$91M)**—DB project for the replacement of 6 rail bridges utilizing ABC techniques. *(with VHB)*
- » **RIDOT Pawtucket/Central Falls Bus Hub & Commuter Rail Station Design-Build (\$36M)**—DB Project for the new Bus Hub, Commuter Rail Station, and transit corridor.
- » **RIDOT Reconstruction of the Route 6/10 Interchange, Design-Build Project (\$270M)**—DB project for the design and reconstruction of the interchange of US Route 6 and RI Route 10 and associated work. *(with VHB and Aetna Bridge)*
- » **MBTA Red Line/Orange Line Signals Systems Upgrades Design-Build Project (\$218M)**—DB project for the MBTA Red Line & Orange Line signal upgrades. *(with VHB)*
- » **MassDOT Route 79/I-195 Interchange & Braga Bridge, Design-Build Project (\$228M)**—DB project for the design and reconstruction of the interchange of Route 79 and I-195 and rehabilitation of the Braga Bridge in Fall River. *(with VHB and Aetna Bridge)*
- » **MassDOT Hines Bridge Replacement Design-Build Project (\$34M)**—Design and replacement of the historic swing span bridge, including the bridge structure and related roadway approaches. *(with VHB)*
- » **SSTTDC Delahunt Parkway, Design-Build Project (\$33M)**—Design and construction of a new cross-base parkway on the site of a former military base. *(with VHB)*
- » **MWRA Blue Hills Covered Storage Facility, Design-Build Project (\$38M)**—Design and construction of underground storage for 20 million gallons of drinking water. *(with VHB)*





# Jeffrey Bostock

Executive Committee | 25 years of experience

Jeffrey is an accomplished construction executive with extensive experience overseeing the completion of complex bridge projects for RIDOT. Jeff has served as Aetna's Project Executive and as its representative on the Executive Committee for previous successful DB projects performed with VHB and Barletta. In his role as Vice President of Construction for Aetna Bridge Company, Jeff has a complete range of resources available to support all aspects of a project and ensure its successful delivery.

## Design-Build Experience

- RIDOT 6/10 Interchange
- MassDOT Rt 79/I-195 Interchange & Braga Bridge
- RIDOT Replacement of Rt 295 Bridges, Contract 2
- RIDOT Wood River Bridge

## RIDOT Experience

- Hussey Bridge Rehabilitation
- Warren Avenue Ramp Bridge No. 465 Replacement
- Frenchtown Brook Bridge Replacement

## Education

BS Civil Engineering, University of New Hampshire

## Registrations/Certifications

- Construction Industries of RI – Specification Committee
- American Institute of Steel Construction – Advanced Certified Steel Erector
- OSHA 30 – Management/Supervisory
- ATSSA Work Zone Safety Training – Supervisor
- OSHA Crane Safety Training 1.1
- Arial Lift & Forklift Safety Training

## Design-Build Executive Committee Experience

Jeff has been a DB Executive Committee member on the following projects:

- » **RIDOT Route 6/10 Interchange, DB Project, Providence RI (\$270M)**—Executive Committee Member for the reconstruction of the Route 6/10 Interchange DB project. *(with VHB and Barletta)*
- » **MassDOT Route 79/I-195 Interchange & Braga Bridge, DB Project, Fall River, MA (\$228M)**—Project Executive for Aetna's \$30M rehabilitation of the Braga Bridge, as part of this multi-award winning DB project. *(with VHB and Barletta)*
- » **RIDOT Design Build, Replacement of I-295 Bridges Contract 2 (\$35M)**—Design-Build Project Manager for the DB replacement of six bridges on I-295 and the decommissioning of two bridges.
- » **RIDOT Design Build, Wood River Bridge (\$12M)**—Design-Build Project Manager for the DB rehabilitation of the bridge carrying I-95 over the Wood River. *(with VHB)*
- » **RIDOT Hussey Bridge Rehabilitation (\$2M)**—Oversaw construction of this bridge rehabilitation project which was completed 9 months ahead of schedule.
- » **RIDOT Replacement of Warren Avenue Ramp Bridge No. 465 (\$3M)**—Accelerated Bridge Construction (ABC) techniques were used to replace the bridge. The work was completed nine days in advance of the 30-day maximum allowable closure time.
- » **RIDOT Replacement of Frenchtown Brook Bridge (\$2M)**—Accelerated Bridge Construction (ABC) techniques were used to remove and replace the bridge, which was opened one month ahead of schedule.
- » **MTBA Guild Street Bridge Rehabilitation, Norwood, MA (\$4M)**—Accelerated Bridge Construction (ABC) techniques were used to fast-track the replacement of a railroad bridge over an urban city street. Heavy lift construction work included the use of SPMT's.



# Thomas W. Jackmin, PE, ENV SP

Executive Committee | 30 years of experience

As VHB's New England Regional Manager, Tom leads a group of more than 600 professionals within the region. His deep understanding of alternative delivery methods and his focus on best practices has resulted in successful outcomes for his clients. With his focus on large-scale transportation infrastructure projects, Tom has led some of New England's signature DB projects, including the award-winning Route 79/Braga Bridge Improvements project in Fall River, Bill Delahunt Parkway project in Weymouth, Hines Bridge Replacement in Amesbury, and the Route 44 over Route 24 Interchange in Fall River.

## Design-Build Experience

MassDOT, Route 79/I-195 Interchange

MassDOT, Hines Bridge Replacement

MassDOT, Bill Delahunt Parkway

MassDOT, Route 44 over Route 24 Interchange

MassDOT, I-495 Bridge Bundle, Owner's Representative

MassDOT, I-93 Fast 14 Accelerated Bridge Replacement

## Education

MBA, Business Administration, Rutgers State University, 1995

BS, Civil Engineering, University of New Hampshire, 1990

## Registrations/Certifications

Professional Engineer (Civil), MA

Envision™ Sustainability Professional

## MassDOT, Route 79/I-195 Interchange, DB, Fall River, MA

Tom was Design Manager for this high-profile project that improved aging infrastructure, opened the waterfront, and enhanced economic development opportunities for the City of Fall River. This \$228M DB project consisted of removing the two-level Route 79 viaduct and rebuilding Route 79 at-grade using parts of existing streets. The project featured extensive public outreach and involvement, traffic operations and safety, accelerated bridge design, and temporary traffic control/construction sequencing alternatives. *(with Barletta and Aetna Bridge)*

## MassDOT, Bill Delahunt Parkway, DB, Weymouth/Rockland/Hingham, MA

For a new east-west, cross-base parkway on a former Naval Air Station, Tom managed a full complement of engineering and environmental services, including roadway and bridge design, environmental permitting, stormwater system design, and traffic signal design. He worked closely with Barletta throughout the project, which included street improvements, construction of a 3.5-mile road, and relocation of a commuter rail station. *(with Barletta)*

## MassDOT, Hines Bridge Replacement, DB, Amesbury, MA

Tom was Project Manager for the design of the reconstruction of the Hines Bridge project that encompassed the complete replacement of the bridge superstructure and the majority of the substructure. This DB project included replacement of the swing span and both approach spans, replacement of the south abutment and all intermediate piers, seismic retrofit of the north abutment, and all associated roadway approach work. Tom worked closely with Barletta Construction and MassDOT to minimize the impact of this rehabilitation on users of both the roadway and the river, and he oversaw work with MassDOT for the environmental and local permits required to complete the project. *(with Barletta)*





## Tom Donald, PE

Technical Advisor–Bridge/ABC | 40 years of experience

For over 40 years, Tom has made his mark on major infrastructure projects across New England both as a consultant and as the former Director of Bridge Project Management at the Massachusetts Department of Transportation (MassDOT). In his role as New England Regional Bridge and Structures Service leader, Tom works closely with the region’s 60+ structural engineers to coordinate work-sharing, properly allocate resources to meet client needs, and monitor the QA/QC process for structural projects.

### Design-Build Experience

RIDOT, Providence Viaduct Bridge No. 578 Relocation/Replacement, Owner’s Representative

MassDOT, Route 79/I-195 Interchange

MassDOT, Longfellow Bridge Restoration

MassDOT, Whittier Bridge Replacement

MassDOT, Fore River Bridge Replacement

MBTA, Rail Bridge Replacement

### RIDOT Experience

Reconstruction of Henderson Bridge

### Education

BS, Civil Engineering, Syracuse University, 1980

### Registrations/Certifications

Professional Engineer  
Reciprocity Pending, RI

Professional Engineer, MA

Professional Engineer, ME

### RIDOT, Reconstruction of Henderson Bridge, Providence, RI

For the Reconstruction of Henderson Bridge, Tom is performing the Quality Assurance to confirm proper quality control procedures are being followed. He is also performing an overall review of the structural design, based on his years of design and constructability experience, and assisted in the Value Engineering effort. This project involves a “road diet” on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements. New roundabouts are proposed on the Providence and East Providence sides of the bridge.

### RIDOT, Providence Viaduct Bridge No. 578 Relocation/Replacement, DB Owner’s Representative, Providence, RI

Tom assisted the Project Manager in the development of RFP documents provided to DB teams that RIDOT shortlisted. He also reviewed the technical proposals received and assisted in the preparation of comments that VHB provided to RIDOT, and will provide oversight during the execution of the project during review of submittals, RFIs, NCRs, etc.

### Massachusetts Department of Transportation, Highway Division

Prior to joining VHB (2009–2019), Tom was Director of Bridge Project Management at MassDOT. He was responsible for all bridge design projects from initial scoping on through to advertising for construction. He reviewed project scopes of work to make sure each project maximized the use of accelerated construction techniques and minimized disruption to vehicles, pedestrians, and bicyclists. He also monitored the design progress and review of design submittals to see that the reviews were expeditious and consistent. Projects included:

- » Route 79/I-195 Interchange, DB, Fall River, MA
- » Longfellow Bridge Restoration, DB, Boston/Cambridge, MA
- » Whittier Bridge Replacement, DB, Amesbury, MA
- » Fore River Bridge Replacement, DB, Quincy/Weymouth, MA



## Donald J. Cooke, PE, PTOE

Technical Advisor–Traffic | 35 years of experience

Don is VHB’s Corporate Service Leader for Transportation Systems. He is a highly experienced transportation engineer with a particular focus on managing significant urban transportation improvement projects.

### Design-Build Experience

MassDOT, Route 79/I-195 Interchange

MassDOT, Route 44 over Route 24 Interchange

MassDOT, I-93 Fast 14 Accelerated Bridge Replacement

MassDOT, Commonwealth Avenue over I-90 Bridge Rehabilitation

MassDOT, All Electronic Tolling

### Education

BS, Civil & Environmental Engineering, Clarkson University, 1985

Some post college, Transportation, Clarkson University

### Registrations/ Certifications

Professional Engineer (Traffic), MA

Professional Traffic Operations Engineer

### MassDOT, Route 79/I-195 Interchange, DB, Fall River, MA

Don worked on this \$228M DB project to design and construct the replacement of the Route 79/I-195 Interchange and the Phase II structural repairs and painting of the Braga Bridge. Don oversaw traffic signal design, temporary signal design for detour routes, traffic signal inventories, and field support for signal fine-tuning during construction. Along with the major interchange design, the project featured extensive public outreach and involvement, traffic operations and safety, including a Roadway Safety Audit, accelerated bridge design, and temporary traffic control/construction sequencing alternatives.

### MassDOT, Route 44 over Route 24 Interchange, DB, Raynham, MA

Don is serving as Technical Advisor for this DB project to reconstruct the bridge carrying Route 44 over Route 24 in Raynham. The project includes the replacement of the existing structurally deficient structure, reconfiguration of the interchange ramp system, widening of Route 44 to accommodate bike lanes and sidewalks, and the construction of a new signalized intersection. Due to the heavily congested roadways involved and requirement to maintain existing traffic capacities throughout construction, the DB team will be using a superstructure lateral slide technique to minimize impacts and reduce overall construction duration.

### MassDOT, Commonwealth Avenue over I-90 Bridge Rehabilitation, Boston, MA

Don managed VHB’s efforts related to development of the proposed approach to implement an accelerated bridge technique to reconstruct Commonwealth Avenue over I-90 in Boston. Don oversaw the development of a Temporary Traffic Control approach to address full closures of Commonwealth Avenue and I-90 (using crossovers) and associated on/off ramp closures. Don oversaw preparation of the relevant sections of the Base Technical Concept (BTC) and RFP as part of the DB procurement. He led VHB’s efforts related to traffic and highway design as well as stakeholder engagement.



# Thomas Hennessy, PE

Structural/Bridge Design | 34 years of experience

Tom is a Senior Structural Engineer with extensive experience that includes steel, reinforced concrete, and prestressed concrete design, with a particular focus on complex bridges for state and municipal agencies. Tom is well versed in RIDOT policies and procedures and routinely serves as Structural Lead for bridge design projects.

## Design-Build Experience

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Rehabilitation of the Wood River Valley Bridge

## RIDOT Experience

Washington Pedestrian Bridge

Henderson Bridge No. 600

Providence Viaduct Bridge No. 578 Relocation/Replacement

Stillwater Viaduct Bridge Inspection and Rehabilitation

## Education

BS, Civil Engineering, University of Massachusetts Lowell, 1986

## Registrations/Certifications

Professional Engineer, RI

Professional Engineer (Structural), MA

Professional Engineer, CT

Professional Engineer, VA

NBIS Certified Bridge Inspector

OSHA 10-Hour Construction Safety and Health Certificate

## RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Tom is Design QC Manager responsible for the implementation of all design QC procedures and activities for all designs submitted by VHB, performing QC reviews for every design submittal, and monitoring RFI and shop drawing review coordination and staff assignment.

## RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Tom is Senior Structural QC Reviewer for Broadway and Plainfield Street Bridges. He is also assisting with the structural design peer review of the 6/10 Connector Huntington Viaduct interchange that includes four ramps and the viaduct structure.

## RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

Tom is Design QC Manager for the Wood River Valley Bridge DB Rehabilitation. Responsibilities include implementation of all design QC procedures and activities for all designs submitted by VHB, performing QC reviews for every design submittal, and monitoring RFI and shop drawing review coordination and staff assignment.

## RIDOT, Henderson Bridge No. 600, Providence & East Providence, RI

Tom is serving as Senior Structural Engineer responsible for designing and developing plans and specifications for the replacement of the Henderson Bridge. Tom worked closely with the structural team and other project disciplines to develop a new structure to meet traffic demands while reusing the existing in-river foundations.

## RIDOT, I-95 Providence Viaduct Bridge No. 578 Relocation/Replacement, Providence, RI

As Lead Design Engineer, Tom was responsible for leading the design of the steel multiple girder superstructure and reinforced concrete substructure founded on steel H- piles. He coordinated with other project disciplines the complex construction phasing for the I-95 bridge and adjacent replacement ramp bridges.



# Andrew Prezioso, PE

Structural/Bridge Design | 13 years of experience

Andrew is a Project Manager in VHB's Providence office. He is responsible for leading project teams through the design and preparation of contract documents for various structures projects. He has sound experience in the design of steel, reinforced concrete, and prestressed concrete structures. He is an NBIS certified bridge inspector with over a decade of bridge inspection experience of all types of structures and has the national accreditations for bridge and fracture critical member inspections. His specialties include complex bridge phasing and working with different engineering disciplines to deliver successful design and construction projects.

## Design-Build Experience

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

## RIDOT Experience

Washington Pedestrian Bridge

Henderson Bridge Reconstruction

Replacement of Providence Viaduct Bridge No. 578

Stillwater Viaduct Bridge No. 278 Rehabilitation

## Education

MS, Civil Engineering, University of Rhode Island, 2008

BS, Civil & Environmental Engineering, University of Rhode Island, 2005

## Registrations/Certifications

OSHA 10-Hour Construction Safety and Health Certificate

Professional Engineer, RI

Professional Engineer, ME

Professional Engineer, CT

NBIS Certified Bridge Inspector

## RIDOT, Rehabilitation of the Wood River Bridge, DB, Hopkinton, RI

Andrew was the Deputy Project Manager for the DB rehabilitation of this unique four-span continuous haunched concrete tee beam bridge carrying I-95 over the Wood River and Mechanic Street in Hopkinton. The project included a complete replacement of the deck surface and concrete bridge parapets, concrete underside repairs, and bearing replacement.

## RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Andrew is a Structural Engineer for the \$270M Route 6/10 Interchange Reconstruction Project. He assisted with design of four bridges, including Westminster Street, Broadway, Plainfield Street, and Hartford Avenue. He is also providing structural design peer review of the 6/10 Connector Huntington Viaduct interchange that includes four ramps and the viaduct structure.

## RIDOT, Henderson Bridge No. 600, Providence/East Providence, RI

Andrew is Deputy Project Manager and Bridge Lead for the reconstruction of the Henderson Bridge providing access between the Cities of Providence and East Providence. Andrew worked closely with structural engineers to design a new bridge that meets the traffic volume demands but also meets all applicable environmental and regulatory requirements for a bridge over a navigable crossing.

## RIDOT, Washington Pedestrian Bridge, Providence and East Providence, RI

Andrew was a Project Engineer responsible for a rehabilitation inspection and subsequent repair plan schedule to document concrete repairs for this iconic concrete deck arch structure that was converted to a pedestrian/bicycle bridge. Andrew was also responsible for various design tasks which included a new concrete T-beam design to carry the proposed facility.



## William Rauseo, PE, NBIS

Structural/Bridge Design | 10 years of experience

Will is a Structural Engineer in VHB's Providence office. His responsibilities include the review and preparation of final design documents and plans for diverse structures projects, assisting with the design calculations of various bridge components, and field inspections of existing structures. Will has been working on on-call routine and special bridge inspections for RIDOT for several years.

### Design-Build Experience

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Route 6/10 Interchange

### RIDOT Experience

Henderson Bridge Replacement

Providence Viaduct Bridge No. 578

Washington Pedestrian Bridge

Stillwater Viaduct Bridge Inspection and Rehabilitation

Pleasant Valley Bridge No. 777 Rehabilitation

Pell Bridge Approach Ramps

On-Call Bridge Inspection

### Education

BS, Civil & Environmental Engineering, University of Massachusetts Dartmouth, 2011

### Registrations/Certifications

Professional Engineer, RI

Professional Engineer, ME

NBIS Certified Bridge Inspector

OSHA 10-Hour Construction Safety and Health Certificate

### RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

Will is Lead Design Manager for the replacement of the Wood River Valley Bridge deck, barrier, and bearings. He managed the individual design tasks for the project and took ownership of the more complex design tasks including the bridge rating and jacking plate design. Will also coordinated all construction services.

### RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Will is Lead Design Manager and is overseeing all the design tasks on the project as well as performing design computations. He has remained in constant contact with the contractor to find solutions as issues during design and construction arise.

### RIDOT, Route 6/10 Interchange, DB, Providence, RI

Will has been involved in the design, plan preparations, and review of the Hartford Avenue Bridge, Plainfield Street Bridge, Broadway Bridge, and Westminster Bridge. He has performed multimodal seismic analysis on both the Broadway and Westminster bridges as they are critical bridges that connect to the City of Providence.

### RIDOT, Henderson Bridge Replacement, Providence and East Providence, RI

Will is a QA Reviewer for the replacement of the Henderson Bridge to design a smaller, more efficient bridge that will be more economical to maintain and better suited for traffic demands. He was responsible for reviewing the bridge planset volume for consistency with the design calculations, specifications, other discipline planset volumes and to ensure all pertinent information was provided.

### RIDOT, Washington Pedestrian Bridge, Providence and East Providence, RI

Will assisted in the final plan preparation and was involved with the shop drawing review process.



## Christopher Fay, PE, IMSA III

Detour Monitoring & Traffic Signal Fine-Tuning | 21 years of experience

Chris is a Senior Traffic Engineer/Task Manager in VHB's Providence office. He has extensive traffic engineering experience including the planning, design, operations and inspections of traffic signal systems, along with field troubleshooting and system fine-tuning. His traffic experience also includes traffic impact and access assessments, traffic simulation, parking studies, and the development of signing & striping plans along with work zone traffic control plans.

### Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

### RIDOT Experience

Washington Bridge No. 200

Reconstruction of Henderson Bridge

Stillwater Viaduct Bridge Inspection and Rehabilitation

Taunton Avenue Ramp CR-1 Bridge No. 463

Reconstruction of Two Mile Corner

### Education

BS, Civil Engineering, University of Massachusetts, 1998

### Registrations/Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), CT

Professional Engineer, NC

International Municipal Signal Association – Certified Work Zone

International Municipal Signal Association – Certified Traffic Signal Senior Field Technician Level III

OSHA 10-Hour Construction Safety and Health Certificate

### RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Chris is a Senior Project Engineer for this \$270-million project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, improving traffic patterns, neighborhood connectivity, and opening up land for development. Chris leads the traffic team that is responsible for the traffic signal design, field inventories and subsequent detour monitoring and traffic signal field fine-tuning during construction. The construction fine-tuning resulted in more efficient overall traffic signal operations to levels that exceeded pre-construction.

### RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Chris is a Senior Project Engineer for the Louisquisset Pike Bridge Design-Build Replacement project for RIDOT. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements. He leads the traffic team that is responsible for the traffic signal design and field inventories.

### RIDOT, Rehabilitation of the Wood River Valley Bridge, Design-Build, Hopkinton, RI

Chris is a Senior Project Engineer for a design-build rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street in Hopkinton. He leads the traffic team that is responsible for the traffic signal design and traffic signal field fine-tuning during construction.

### RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Chris, Senior Project Engineer, leads the traffic team that was responsible for the traffic signal design and forthcoming traffic signal field fine-tuning during construction. This project involves a "road diet" which includes a new shared-use path and aesthetic lighting.



# Amphone Soupharath

Traffic Modeling | 22 years of experience

As a Senior Transportation Consultant, Amphone has extensive experience in traffic operations and simulation, traffic studies, safety evaluations, and roundabouts. He provides technical support and guidance on roundabouts and traffic simulation modeling on a variety of public and private multimodal transportation improvement projects from Maine to Florida.

## Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

## RIDOT Experience

Washington Bridge No. 700

Reconstruction of Henderson Bridge

Pell Bridge Approach Ramps

I-95 Providence Viaduct Bridge No. 578

Pleasant Valley Bridge No. 777 Rehabilitation

I-195 (Iway) Relocation

## Education

MS, Civil Engineering, University of Rhode Island, 1999

BS, Civil Engineering, University of Rhode Island, 1997

## RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Amphone is responsible for leading the development of the microsimulation model to evaluate the traffic impacts (travel times and back of queue) before, during, and after each construction phase for this \$270-million project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, improving traffic patterns, neighborhood connectivity, and opening up land for development.

## RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Amphone is responsible for leading the development of the microsimulation model to evaluate the traffic impacts (travel times and back of queue) before, during, and after each construction phase. The project includes interchange reconfiguration and stormwater treatment improvements.

## RIDOT, Washington Bridge No. 700, Providence & East Providence, RI

Amphone is responsible for leading the development of the microsimulation model in support of the benefit cost analysis (BCA) used in the BUILD grant for the project. VHB developed detailed traffic analysis for various alternatives and supported RIDOT in understanding the travel time benefits for each to help identify the alternative with the highest benefit to cost ratio.

## RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Amphone is responsible for leading the development of the microsimulation model to evaluating the traffic impacts (travel times and back of queue) before, during, and after each construction phase. This project involves a “road diet”, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB.



## Matthew Lomas, PE

Transportation Management Plan | 16 years of experience

Matt is a Senior Project Engineer in VHB's Traffic Engineering Group in the Providence office with experience in various phases of highway and traffic engineering. His highway experience includes roadway geometric design, roundabout geometric design, guardrail design and closed drainage system design. His traffic experience includes traffic data collection, traffic impact assessments, traffic simulation/analysis and traffic signal design/field services.

### Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

### RIDOT Experience

Reconstruction of Henderson Bridge

Providence Viaduct Final Design

East Shore Expressway Bridge No. 475/McCormick Bridge No. 476

Replacement of I-95 Pawtucket River Bridge No. 550

Two Mile Corner Reconstruction

### RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Matt is a Senior Project Engineer responsible for the development of the Transportation Management Plan (TMP), design of the temporary traffic signals, permanent traffic signals and fine tuning the traffic signals within the project limits during construction for this \$270-million project.

### RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Matt is a Senior Project Engineer responsible for the development of the TMP, design of the coordinated traffic signals, signing and striping plans and the traffic control plans. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements.

### RIDOT, Rehabilitation of the Wood River Valley Bridge, Design-Build, Hopkinton, RI

Matt is a Senior Project Engineer responsible for the development of the TMP, design of the temporary traffic signal, signing and striping plans and the traffic control plans.

### Education

BS, Civil Engineering, Roger Williams University, 2004

### Registrations/ Certifications

Professional Engineer, RI

International Municipal Signal Association – Certified Work Zone

International Municipal Signal Association – Certified Traffic Signal Level I

OSHA 10-Hour Construction Safety and Health Certificate

### RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Matt is a Senior Project Engineer responsible for the development of the TMP, signing and striping plans, design of the temporary traffic signals, design of the pedestrian hybrid beacon, otherwise known as a HAWK (High-Intensity Activated Crosswalk), for the shared-use path crossing. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB, and the elimination of the existing highway ramp system and bridges for the construction of multilane roundabout. The construction of the multilane roundabout will not only provide improved connectivity for vehicles, bicyclists and pedestrians but will also open areas for future redevelopment.





## William Ladd, PE

Geotechnical | 34 years of experience

### Design-Build Experience

RIDOT, I-95 North and South at Toll Gate and Centerville Roads Bridges

RIDOT, I-295 Contract 2

RIDOT, Pawtucket Commuter Rail Station

Laurel Avenue Bridge

### RIDOT Experience

Washington Bridge No. 200

Henderson Bridge

Route 37 Bridges

Providence Viaduct Bridge No. 578

Blackstone River Bikeway Albion Bridge and Ashton Bridge

### Education

BS, Civil and Environmental Engineering, University of Rhode Island, 1987

### Registrations/Certifications

Professional Engineer, RI

Bill has worked on a variety of geotechnical, geo-civil and waterfront/marine engineering projects. He has provided foundation investigations, recommendations and designs for numerous bridge and highway projects, including structures supported on shallow foundations, driven or drilled piles, and drilled shafts. Projects have included ground improvement recommendations, design of deep pile supported foundations, rock anchors for uplift capacity, slope stability analyses, liquefaction and settlement analyses, and design of retaining walls and bulkheads, cofferdams and other earth support systems for both marine and land-based projects. He has extensive field experience conducting geotechnical investigations and in situ soil testing, monitoring construction activities such as pile driving, earthwork and pile load tests, and drilled shaft installation and testing.

### RIDOT, Henderson Bridge Reconstruction, Providence/East Providence, RI

Geotechnical Project Manager prepared and carried out a supplemental boring program, developing geotechnical data and geotechnical interpretive reports, evaluating existing pile foundations, designing driven pile foundations, designing ground improvement to mitigate settlement of abutments, and preparing job specific specifications.

### RIDOT, Route 37 Bridges (Bridge Group 51A), Cranston and Warwick, RI

Geotechnical Project Manager performed site investigations and provided geotechnical data and interpretive reports for the design of repairs and replacement of several bridges along Route 37.

### RIDOT, Washington Bridge No. 200 Reconstruction, Providence, RI

Geotechnical Project Manager conducted test borings and designed the drilled shaft rock socket lengths for the foundation elements, and provided full-time monitoring of the installation and load tests, including seismic monitoring during the various construction activities, and instrumentation of the existing structure.

### RIDOT, Replacement of Providence Viaduct Bridge No. 578, Final Design, Providence, RI

Geotechnical Project Manager monitored the installation of over 500 steel H-Piles which ranged between 120 and 160 feet in length, the static and dynamic testing program, the installation of a soil nail wall which supports the I-95 north abutment's approach, and seismic monitoring during pile and sheet pile installation.





## Scott Thompson

Bridge Superintendent | 15 years of experience

As a Structural Steel Superintendent/PM for Aetna Bridge Company, Scott's responsibilities include the preparation of construction and erection schemes, coordination with subcontractors and vendors, ensuring material and work is in accordance with project specifications, and oversight of jobsite safety. Scott supervises trade employees during the execution of daily operations, produces cost and progress reports, develops cost projections and estimates, maintains the project schedule, and ensures quality control. Scott communicates and works closely with project owners and Resident Engineers, and on DB projects, Scott also coordinates with the members of the Design Team.

### Design-Build Experience

RIDOT 6/10 Interchange  
MassDOT Route 79/I-195 Interchange & Braga Bridge

### RIDOT Experience

Henderson Bridge Navigation Repairs  
Immediate Needs Steel Repairs at 7 Bridges Contract 2

### Education

BS Civil Engineering, University of Rhode Island

### Registrations/ Certifications

American Institute of Steel Construction – Advanced Certified Steel Erector  
OSHA 30 – Management/ Supervisory  
ATSSA Work Zone Safety Training – Supervisor  
OSHA Crane Safety Training 1.1  
Aerial Lift & Forklift Safety Training

### RIDOT, Route 6/10 Interchange, DB Project, Providence, RI (\$270M)

Route 6/10 Interchange is a DB project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound. Scott is the Structural Steel Superintendent responsible for the erection of 8 million pounds of steel, to construct 9 bridges on the project.

### MassDOT, Route 79/I-195 Interchange & Braga Bridge, DB Project, Fall River, MA (\$228M)

Aetna Bridge's \$30M portion of this project consisted of rehabilitation of the 4,000' long truss bridge over the Taunton River. The most complex operation on this project was the heavy lift of the fail-safe catcher beams at the five "Pin and Hanger" connections in the girder spans. The catcher beam assembly was lifted with the use of eight (8) strand jacks that were mounted on the road deck above. Other work on the project included extensive maintenance and protection of traffic on Interstate Route I-195 including setting 91,000 LF temporary median barrier. As Structural Steel Superintendent, Scott was instrumental in Aetna Bridge being awarded the national American General Contractor's (AGC) Safety Excellence Award (2nd Place Nationwide).

### RIDOT, Navigation Repairs Henderson Bridge, East Providence, RI (\$2.5M)

The work included extensive structural steel repairs, painting, removal and disposal of treated timber fender system, installation of treated timber wales and piles, removal of existing and installation of new navigational lights and electrical equipment.



# Michael Ferreira

Civil Superintendent | 33 years of experience

## Design-Build Experience

RIDOT 6/10 Interchange  
MassDOT Route 79/I-195 Interchange & Braga Bridge

## Education

BA, Bridgewater State College

## Registrations/ Certifications

OSHA 30 – Construction Management/Supervisory  
Emergency First Aid & CPR  
OSHA HazMat Certification  
Confined Space Entry & Attendant  
OSHA Fall Protection  
OSHA Trench Safety

Michael is a skilled Superintendent with more than 30 years of heavy construction experience in ever-increasing roles of management responsibility. He is currently completing work for RIDOT on the 6/10 Interchange Design-Build project as the Project's Civil Superintendent. He also recently performed as Civil Superintendent for MassDOT's Route 79/I-195 & Braga Bridge Design-Build project. Mike specializes in projects with complex traffic control performed in urban work zone settings.

## RIDOT, Route 6/10 Interchange, Design-Build Project, Providence, RI (\$270M)

Mike is the Civil Superintendent for the reconstruction of the Route 6/10 Interchange, a Design-Build project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound.

## MassDOT, Route 79/I-195 Interchange & Braga Bridge, Design-Build Project, Fall River, MA (\$228M)

Route 79 was one of MassDOT's "mega projects" as part of the \$3-billion bridge rebuilding program. This multi-award winning project included the design and reconstruction of the interchange of Route 79 and I-195; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; construction of a new at-grade roadway system and intersections; the reconstruction/rehabilitation of four bridges; and structural repairs of the I-195 EB and WB Braga Bridge over the Taunton River and Route 79. As Civil Superintendent, Mike was responsible for managing the utility, road and paving construction teams and was instrumental in bringing this very challenging project to successful completion 211 days ahead of schedule.

## MWRA North Dorchester Bay CSO Storage Tunnel, Boston, MA (\$148M)

This tunnel project involved drilling and lining a two-mile-long, 20-foot diameter tunnel at depths of 30 to 50 feet below South Boston, and construction of the mining and receiving shafts in two South Boston neighborhoods. As the Project's Assistant Superintendent, Mike was responsible for assisting in overseeing Project Construction Operations, scheduling and coordinating work in the field, and monitoring the project's progress and work quality.



DESIGN-BUILD SERVICES FOR  
BRIDGE GROUP 57T-10

# I-195

## WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

# B Appendix B

# Traffic Management Plan

