



**CITY OF EAST PROVIDENCE  
FURNISH AND DELIVER WATER METERS  
ADVERTISEMENT  
REQUEST FOR PROPOSAL  
RFP EP23/24-24  
BID OPENING WEDNESDAY MAY 1, 2024 AT 11:00AM**

The City of East Providence seeks sealed bids to furnish and deliver new water meters, absolute encoder registers, and radio frequency (RF) Meter Interface Units (MIUs) for the replacement of existing infrastructure in the water distribution system. For system standardization, only Neptune meters, encoders, and MIUs will be accepted. Installation of meters, absolute encoder registers, and MIUs is not included in this Contract and will be performed by others. Bid documents may be downloaded from the City's website <https://eastprovidenceri.gov/rfp>

(1) original, Two (2) copies of proposals and (1) one thumb drive shall be submitted in one (1) sealed envelope to East Providence City Hall, Controllers Office, Room 103, Attn: Jessica Lamprey Procurement Specialist, 145 Taunton Ave., East Providence, RI 02914 no later than **WEDNESDAY MAY 1, 2024 at 11:00 AM**. The bids will be publicly recorded. Bids received with a time of 11:01 AM or later will be rejected. The outside envelope needs to be marked **RFP EP23/24-24**.

The City reserves the right to reject any/or all companies, to waive any informality in the proposal statement and to accept the proposal of any company based on what the City deems to be in its best interest.

Any questions regarding the RFP may be directed in writing to Brandon M. Blanchard, P.E. of Pare Corporation at [bblanchard@parecorp.com](mailto:bblanchard@parecorp.com) and Jessica Lamprey, Procurement Specialist at [jlamprey@eastprovidenceri.gov](mailto:jlamprey@eastprovidenceri.gov) no later than **FRIDAY APRIL 19, 2024 at 4:00 PM**.

Equal Opportunity/Affirmative Action Employer

Jessica Lamprey  
[jlamprey@eastprovidenceri.gov](mailto:jlamprey@eastprovidenceri.gov)



**CITY OF EAST PROVIDENCE**  
**WATER UTILITIES DIVISION**  
**REQUEST FOR PROPOSALS**  
**EP 23/24-24**  
**FURNISH AND DELIVER WATER METERS**  
**BID OPENING WEDNESDAY MAY 1, 2024 AT 11:00 AM**  
**BID FORM**

Pursuant to and in compliance with the Invitation for Bids and the Instructions to Bidders, the undersigned hereby offers to furnish and deliver the following materials in accordance with the Specifications and this Bid Form at the submitted bid prices.

<b>Item</b>	<b>Est. Qty.</b>	<b>UOM</b>	<b>Brief Description</b>	<b>Unit Bid Price (in Figures)</b>	<b>Amount (in Figures)</b>
1	6,234	EACH	Furnish and Deliver 5/8-inch Neptune T-10 Water Meter and Absolute Encoder		
2	304	EACH	Furnish and Deliver 3/4-inch Neptune T-10 Water Meter and Absolute Encoder		
3	102	EACH	Furnish and Deliver 1-inch Neptune T-10 Water Meter and Absolute Encoder		
4	57	EACH	Furnish and Deliver 1.5-inch Neptune T-10 Water Meter and Absolute Encoder		
5	120	EACH	Furnish and Deliver 2-inch Neptune T-10 Water Meter and Absolute Encoder		
6	7,850	EACH	Furnish and Deliver Neptune R900 RF Meter Interface Units		
7	250	EACH	Furnish and Deliver Neptune R900 RF Cellular Endpoints		
<b>Base Bid Price for Lines 1-7 in Figures</b>					
<b>Base Bid Price for Lines 1-7 in Words</b>					

BIDDING FIRM: \_\_\_\_\_

NUMBER & STREET: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NO: (\_\_\_\_) \_\_\_\_\_ FAX NO: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



## **STANDARD INSTRUCTIONS TO BIDDERS (SHORT FORM) REQUEST FOR PROPOSALS**

**THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUEST FOR PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE/S BY "SPECIAL INSTRUCTIONS TO BIDDERS."**

### **1.0 RECEIPT AND OPENING OF PROPOSALS:**

Sealed proposals will be received and date stamped East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914, until the time and date indicated on the Request for Proposals. No proposal received after that time will be considered. Mark outside bid envelope with item being proposed, and time and date of proposal due date.

### **2.0 FORM OF PROPOSAL:**

Proposals must be submitted on and in accordance with the proposal forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal form or in the item or items mentioned therein. Additionally, the proposals must contain the name and proper address of the proposing firm, and must be signed by a responsible member of the firm with his signature and official title. Proposals, which are not complete, or contain erasures or alterations, not initiated by the signer, may be rejected. FAXED proposals will not be accepted.

### **3.0 SUBMISSION OF PROPOSALS:**

3.1 Envelopes containing proposals must be sealed and addressed to the East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914 and must be marked with the name and address of the proposer, date and time of proposal due date, and name of item being proposed.

3.2 The Procurement Specialist will decide when the specified time has arrived to collect the proposals, and no proposal received thereafter will be considered.

3.3 Any proposer may withdraw his proposal by written request at any time prior to the advertised time for proposal due date. Telephonic proposals, amendments, or withdrawals will not be accepted. Additionally, FAXED bids will not be accepted.

3.4 No proposal may be withdrawn for a period of ninety (90) calendar days from the date and time of proposal due date. The City reserves the right to waive this requirement in order to best serve the interests of the City.

3.5 Negligence on the part of the proposer in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.



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

#### **4.0 ADDENDA**

Copies of all Addenda will be posted to the City's Website. It is the Vendor's responsibility to check and download any and all addenda from the City's Website.

4.1 No Addenda will be posted later than four (4) working days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting their bid that they have received all Addenda issued, and shall acknowledge their receipt in his bid.

#### **5.0 QUALIFICATIONS OF PROPOSER**

The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### **6.0 CONTRACT SECURITY**

Only when a Contract Security is required in the Request for Proposal, the Contractor shall furnish a Bid Bond in the amount of Five Percent (5%) and a Surety Bond/Performance Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City.

The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

#### **7.0 BID PRICES:**

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

## **8.0 TERMS:**

Cash Discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period shall be computed from date of delivery or from date the correct invoice is received by the City Controller, whichever date is later. The date of delivery shall be construed to mean the date on which the bid item is determined to meet the specifications and is therefore acceptable.

## **9.0 RHODE ISLAND SALES TAX:**

The City of East Providence is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

## **10.0 "OR EQUAL" BIDDING:**

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the City Manager, or by person or persons designated by him, that the bidders designated substitute is equal to the bid standard; otherwise, his bid will be rejected.

## **11.0 AWARD AND CONTRACT:**

11.1 Unless otherwise specified, the City reserves the right to make award by item, or items, or by total, as may be in the best interest of the City.

11.2 A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder followed by a City Purchase Order, shall be deemed to result in a binding contract without further action by either party.

11.3 It is the intent of the City to award a contract to the lowest responsible bidder in accordance with City Ordinances, Article V. Purchasing, Sec. 2- 243, and provided that the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

## **12.0 CONSIDERATION OF PROPOSALS REJECTION OF PROPOSALS**

12.1 The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees.

12.2 The City reserves the right to reject any or all proposals and in particular to reject a proposal not accompanied by any data required by the Bidding Documents or a proposal in any way incomplete or irregular, and to waive any informality in the proposals received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.

12.3 The City shall have the right to waive any informality or irregularity in any proposal received

12.4 It is the intent of the City, if it accepts any Alternates, to accept them in the order in which they are listed in the proposal form, but the City shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

### **13.0 DELIVERY:**

All prices bid must be on the basis of F.O.B. Delivery Point, East Providence, Rhode Island. Therefore, shipping costs are to be included within the prices quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 8:00 A.M. and 4:00 P.M. Prevailing Time, Monday through Friday.

No delivery shall become due or be acceptable without a written Purchase Order, issued by the Procurement Specialist.

### **14.0 AFFIRMATIVE ACTION REQUIREMENTS** **MBE/WBE PARTICIPATION**

Any firm or Contractor providing services to or doing business with the City shall adhere to the City's Affirmative Action Plan for MBE/WBE Participation. Said plan is on file with the City's Affirmative Action Officer.

**14.1 All bidders are required to submit the MBE/WBE Participation Affidavit.**

### **15.0 INSURANCE REQUIREMENTS:**

The Contractor shall carry the following insurance coverages at his own expense:

(a) General: All insurance for this contract shall be written by a company (or companies) acceptable to the city and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the City, the contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. The contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the city stating when, (not less than 30 days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice as to the location and operations involved.

The Contractor is required to list the City of East Providence not only as Certificate Holder but as an Additional Insured as well, on the "Certificate of Insurance".

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

Statutory Workman's Compensation Insurance: shall be provided by the contractor for all labor employed on the project who may come within the protection of such laws, and Employer's General Liability Insurance shall be provided for the benefit of employees not protected by compensation laws. The contractor will be charged with the responsibility for proper and adequate workman's compensation for all subcontract operations.

Contractors Comprehensive General Liability and Property Damage Insurance INCLUDING Owner's Protective: the contractor shall carry the above insurance for a minimum limit of not less than \$1,000,000.00 for all damages arising out of injury to or death of one person and subject to that limit for each person, a total limit of not less than \$1,000,000.00 for all damages arising out of injury to, or death of two or more persons in any one occurrence and Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property (including loss of use) in any occurrence and subject to that limit per occurrence total limit of \$1,000,000.00 all damages arising out of injury to or destruction of property during the policy period.

Contractor's Liability Insurance: Shall also include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises - Operations

Independent Contractor's protective

Products and completed operations

Blanket Contractual

Owned, non-owned and hired motor vehicles

Broad form coverage for property damage (including explosion, Collapse and underground).

Comprehensive Automobile Liability and Property Damage Insurance: The Contractor shall carry the above insurance covering all owned, hired or non-owned vehicles in the amount of \$300,000.00 for all damages arising out of bodily injuries to death of one person and subject to that limit for each person, a total of \$500,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Property Damage coverage in the amount of \$300,000.00 for all damages arising out of injury to or destruction of property.

## **16.0 OSHA SAFETY AWARENESS PROGRAM**

In accordance with R.I.G.L. 28-20-35, all contractors bidding on construction projects of the City with a total project cost of one hundred thousand dollars (\$100,000.) or more, are required to have an OSHA "ten hour construction safety program", for their on-site employees. The training program shall utilize instructors trained by the Occupational Safety and Health Administration, using an OSHA approved curriculum.



**MBE/WBE PARTICIPATION AFFIDAVIT**

Item Description (as seen on RFP): \_\_\_\_\_

Prime Bidder: \_\_\_\_\_

Prime Bidder (Company) Phone Number: \_\_\_\_\_

Prime Bidder (Company) Zip Code: \_\_\_\_\_

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Neither MBE nor WBE

**By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:**

It is the policy of the City of East Providence that minority business enterprises (**MBEs**) and women business enterprises (**WBEs**) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

- The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
- The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
- The goal for combined MBE/WBE participation is 20% of the total bid value.

**I acknowledge the City of East Providence's goals of supporting MBE/WBE certified businesses.** Initial \_\_\_\_\_

Are you subcontracting with other parties on this project: Yes \_\_\_ No \_\_\_ if yes fill out page 2, **Subcontractor Disclosure Form**.

Are you using any subcontractors on this job and not meeting the 20% MBE/WBE participation goal: Yes \_\_\_ No \_\_\_ if yes fill out page 3, **MBE/WBE Waiver Request Form**.

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of East Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial \_\_\_\_\_

**I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.** Initial \_\_\_\_\_

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.** Initial \_\_\_\_\_

**If awarded this contract, I understand that authorized representatives of the City of East Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.** Initial \_\_\_\_\_

**I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.**

Signature of Bidder \_\_\_\_\_ Printed Name \_\_\_\_\_

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

**SUBCONTRACTOR DISCLOSURE FORM**

**Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.**

Prime Bidder: \_\_\_\_\_ Primary NAICS Code: \_\_\_\_\_

Item Description (as seen on RFP): \_\_\_\_\_

**Please List all Subcontractors below.** Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at [www.mbe.ri.gov](http://www.mbe.ri.gov). Business NAICS codes can be found at <http://www.naics.como/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
<b>A. MBE SUBCONTRACTED AMOUNT:</b>					\$
<b>B. WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>C. NON MBE WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:</b>					\$
<b>E. TOTAL AMOUNT OF BID (SUM OF A, B, C &amp; D):</b>					\$
<b>F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Add A and B. Divide by E and multiply by 100).</b>					%

Please read and initial the following statement acknowledging you understand.

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, **you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of East Providence MBE/WBE Outreach Director.** Initial \_\_\_\_\_

\_\_\_\_\_  
*Signature of Prime Contractor*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date Signed*

**MBE/WBE WAIVER REQUEST FORM**

**Fill out this form only if you are using subcontractors and did not meet the 20% MBE/WBE participation goal. MBE or WBE Prime Bidders that are certified by the State of Rhode Island are NOT REQUIRED to fill out this form.**

Submit this form to the City of East Providence MBE/WBE Outreach Director, Elmer Carvalho-Pina at [epina@eastprovidenceri.gov](mailto:epina@eastprovidenceri.gov) and Procurement Specialist, Ralph Mitchell at [rmitchell@eastprovidenceri.gov](mailto:rmitchell@eastprovidenceri.gov) for review prior to bid submission.

This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit for in the future.

Prime Bidder: \_\_\_\_\_

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

Item Description (as seen on RFP): \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted and the reason the MBE/WBE company could not participate on the project.

MBE/WBE Company name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of East Providence’s goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_% MBE/WBE (20% minus the Value of Box F on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of City of East Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Printed Name of City of East Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



## ANTI-COLLUSION DECLARATION

The Bidder, by virtue of issuing a Bid certifies that Bidder has not divulged, discussed or compared the Bid with other Bidders and has not colluded with any other Bidder of parties to a Bid whomsoever. Bidder further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract and the removal of offending parties from all Bid lists.

### CONFLICT OF INTEREST

The Bidder and all sub-contractors shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to, or reasonably should be known to the Bidder or sub-contractors, which may exist between their firms and the City of East Providence.

All Bidders and their subcontractors and business partners must disclose with their Bid, the name of any officer, director, agent or employee who is also an employee or family member of an employee of the City of East Providence.

Further, the Bidder must disclose the name of any City of East Providence employee or family member or any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Bidder and all sub-contractors and business partners shall disclose in writing as part of their Bid, any familial, personal or business relationships between members of Bidders, sub-contractor's or business partner's firms and members of the City of East Providence, whether or not there is any belief that the relationship might constitute a possible conflict of interests.

BIDDING FIRM:

SIGNATURE:

DATE:

PRINT NAME:

TITLE:





**City of East Providence  
Attn: Procurement Specialist**

**ELECTRONIC BID DOCUMENT NOTIFICATION OF RECEIPT**

In order to compile a complete listing of all recipients of the initial bid package please return this completed form by e-mail [to Controllers@eastprovidenceri.gov](mailto:Controllers@eastprovidenceri.gov)

It is the responsibility of all potential bidders to ensure any and all addenda are downloaded from the City website <https://eastprovidenceri.gov/rfp>

The undersigned hereby acknowledges electronic receipt of the bid documents for the procurement specified below.

***From:***

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Bid No.: \_\_\_\_\_

Title of Specification received: \_\_\_\_\_

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

# 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.

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

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.)

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

Requester's name and address (optional)

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Social security number

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.

OR

Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶

## 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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup> The
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form section 1.671-4(b)(2)(i)(B))	The trust 1099 Filing Method 2 (see Regulations

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

1. WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Scope: The scope of this project includes furnishing and delivering water meters of various size up to 2-inches, encoders/registers, and radio-frequency (RF) modules as specified.
- B. Meters shall be Neptune T-10 meters of various size from 5/8-inch to 2-inch. RF modules will be Neptune R900. Contractor shall provide other materials as required for complete and functional installation. The East Providence Water Utilities Division has standardized metering equipment on Neptune products. For consistency and to facilitate a complete and operational meter reading system, no substitutions will be allowed.
- C. Project Location: City of East Providence, Rhode Island.
- D. Installation of meters, encoders, and RF modules will be performed by others and is not included in this contract.
- E. The Owner hereby reserves the right, at any time, or from time to time, to order additions, deletions, or revisions in the work to be authorized through a written amendment (change order), which shall be subject to the provisions in General Conditions - Article 10.

2. CONTRACT PERIOD AND TERM OF AGREEMENT

- A. The overall contract period is three hundred sixty-five (365) calendar days from date set in the Notice to Proceed.
- B. The Bidder must agree to commence deliveries on or before a date to be specified in a written Notice to Proceed from the City and to fully complete deliveries to facilitate the completion of the project within 365 days of the start date specified in the Notice to Proceed.
- C. Bidders will be required to deliver products at a frequency to meet the installation schedule proposed by the Owner's installation Contractor and to accommodate available storage of product. Bidders should anticipate making deliveries at least monthly over the duration of the project.
- D. In the event that the Bidder fails to supply meters by the established end date, he agrees to pay the City all damages, which the City may suffer or incur, such as additional engineering, construction inspection and administrative expenses and any other consequential expenses for damages. The Director of Public Works will certify as to the damages incurred and the Contractor shall pay the City the amount thereof promptly on demand.

3. OBLIGATION OF THE PROPOSER

- A. At the time of opening of Proposals, each Proposer will be presumed to have inspected the Specifications and Contract Documents (including all Addenda), which have been sent to the address given by such Proposer. The failure or omission of any Proposer to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any Proposer from any obligation with respect to his Proposal.

**CITY OF EAST PROVIDENCE  
WATER UTILITIES DIVISION  
FURNISH AND DELIVER WATER METERS**

- B. Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to the Proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Owner, the Proposal will receive careful consideration.

4. TAX EXEMPTION

- A. Rhode Island Sales and Use Tax: Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be accounted for by the Proposer when preparing and submitting their Proposal.
- B. Rhode Island Sales Tax: The City of East Providence is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.
- C. Federal Excise Taxes: The City of East Providence is exempt from the payment of any excise or federal transportation taxes. Prices submitted must be exclusive of taxes and will be so construed.

5. LABOR REGULATIONS

- A. The following paragraphs regarding labor regulations shall be included and become part of these Contract Documents:
1. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS).
  2. The successful Proposer will be required to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
  3. The successful Proposer will be required to comply with the Safety and Health Regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
  4. The successful Proposer will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- B. Proposers must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Additional labor requirements, such as prevailing wage requirements and minority and woman-owned business participation, are stipulated in the Contract Documents.

6. ADDENDA AND INTERPRETATIONS

- A. No interpretation on the meaning of the Contract Documents will be made to any Proposer orally. Every request for such interpretations should be in writing and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Requests for interpretation shall be sent via email and made to the attention of Brandon M. Blanchard, P.E. ([bblanchard@parecorp.com](mailto:bblanchard@parecorp.com)) and Jessica Lamprey, Procurement Specialist ([jlamprey@eastprovidenceri.gov](mailto:jlamprey@eastprovidenceri.gov)).

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- B. Any and all interpretations, and supplemental instructions, which, if issued, will be mailed by regular mail or emailed to all prospective Proposers (at the respective address furnished by the Proposer for such purpose), not later than forty-eight (48) hours prior to the date fixed for the opening of Proposals (unless such addenda postpones the opening of Proposals). Failure of Proposer to receive any such addendum or interpretations shall not relieve any Proposer from obligation under this Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

7. STATE REVOLVING FUND

- A. Requirements of the Rhode Island Infrastructure Bank and the Rhode Island Drinking Water State Revolving Fund Program shall prevail where they conflict with the requirements described herein or in the Standard Instruction to Bidders and General Conditions of the contract.

8. PREVAILING WAGES

- A. In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000* shall require compensation of all personnel based on *prevailing wages* for craftsmen, teamsters, and laborers engaged in construction, alteration and/or repair, painting and decorating. The rates are available from the Rhode Island Department of Labor at (401) 462-8580, or access on the web: [www.access.gpo.gov/davisbacon/allstates.html](http://www.access.gpo.gov/davisbacon/allstates.html) for the State forms. The selected Contractor shall be required to submit monthly certified payroll reports throughout the project, as required herein.

9. PERFORMANCE BOND

- A. In accordance with Rhode Island General Law 37-13-14, any city or town awarding contracts for *public works shall require the contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith.*
- B. Contractor shall furnish a performance bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond, at full contract value, is required upon conditional award of the contract.

END OF SECTION

**CITY OF EAST PROVIDENCE  
WATER UTILITIES DIVISION  
FURNISH AND DELIVER WATER METERS**

SECTION 00733 STATE REVOLVING FUND (SRF) LOAN PROGRAM REQUIREMENTS

SECTION 00733 INDEX

- A. Drinking Water State Revolving Fund Program - Contract Specifications Package (45 pages)
- B. EPA Disadvantaged Business Enterprise (DBE) Program – DBE Forms (6 pages)
- C. Good Faith Efforts to achieve DBE participation (2 pages)
- D. State of Rhode Island Minority Business Enterprise Utilization Plan (1 page)
- E. Office of Diversity, Equity and Opportunity Minority Business Enterprise Project Reporting Form (1 page)
- F. State Revolving Fund Sign (3 pages)
- G. Davis Bacon Wage Rates/Questionnaire (9 pages)
- H. Debarment & Suspension (Executive Order 12549) and Certification (3 pages)
- I. EPA American Iron and Steel Memorandum (20 pages)
- J. Rhode Island Certified Prevailing Wage Daily Log (1 page)
- K. EPA Memorandum “Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs” (2 pages)

**Attachment A**

**Drinking Water State Revolving Fund Program – Contract Specifications**



## Rhode Island Department of Health Center for Drinking Water Quality

### Drinking Water State Revolving Fund Program Relevant Federal and State Laws

#### A. Federal

- 1) Equal Employment Opportunity and Affirmative Action (Executive Order 11246)
  - i) OFCCP fact sheet.
  - ii) Equal Opportunity Clause and the Standard Federal Equal Employment Specifications.
  - iii) Notice of Non-Discrimination in Employment.
- 2) Non-discrimination in employment notice.
- 3) Assurance of compliance with Title VI of the Civil Rights Act of 1964 and Section 13 of the FWPCA Amendments of 1972 (EPA form 4700-1).
- 4) Affirmative steps for soliciting MBE/WBE (40 CFR 31.36(e))

Applicable cross-cutting Federal authorities for projects funded through SRF programs are made available at [http://water.epa.gov/grants\\_funding/dwsrf/xcuts.cfm](http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm). Additional information is provided in the United States Environmental Protection Agency's cross-cutting handbook available at <https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf>.

#### B. State of Rhode Island

- 1) RIGL 37-2.1, Domestic Steel
- 2) RIGL 37-12, Contractors Bonds
- 3) RIGL 37-12.1, Substitution of Security for Retained Earnings of Architects and Engineers.
- 4) RIGL 37-13, Labor and Payment of Debts by Contractors
  - i) Prevailing Wage Rates
- 5) RIGL 37-14.1, Minority Business Enterprise
  - i) Regulations Governing Participation by Minority Business Enterprises in State Funded and Directed Public Construction Projects, Construction Contracts and Procurement Contracts Goods and Services.
- 6) RIGL 37-16, Public Works Arbitration
- 7) RIGL 45-55, Award of Municipal Contracts

**NOTE:** This package is prepared by DOH as a service of the DWSRF program. While every attempt at accuracy has been made, these are not certified true copies of the laws presented. **The responsibility for compliance with all applicable provisions of Federal and State laws and regulations relating to the bidding, award, and performance of contracts is the applicant's and the bidder's.** Certified true and complete copies of any Rhode Island laws and regulations may be obtained from the Office of the Secretary of State.

# Employment Standards Administration Office of Federal Contract Compliance Programs

## Fact Sheet EXECUTIVE ORDER 11246

EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin.

### **BASIC PROVISIONS**

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has been committed to ensuring that Government contractors comply with the equal employment opportunity (EEO) and the affirmative action provisions of their contracts.

OFCCP administers and enforces Executive Order 11246, as amended, which prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

### **AFFIRMATIVE ACTION REQUIREMENTS**

Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

Affirmative action is not preferential treatment. It does not mean that unqualified persons should be hired or promoted over other people. What affirmative action does mean is that positive steps must be taken to ensure equal employment opportunity for traditionally disadvantaged groups.

### **ENFORCEMENT AND COMPLIANCE**

#### **Compliance Reviews**

OFCCP conducts compliance reviews to investigate the employment practices of Government contractors. During a compliance review, a compliance officer examines the contractor's affirmative action program; checks personnel, payroll, and other employment records; interviews employees and company officials; and investigates virtually all aspects of employment in the company.

The investigator also checks to see whether the contractor is making special efforts to achieve equal opportunity through affirmative action. If problems are discovered, OFCCP will recommend corrective action and suggest ways to achieve equal employment opportunity.

#### **Complaint Investigations**

Individuals may file complaints if they believe they have been discriminated against by federal contractors or subcontractors. Complaints also may be filed by organizations on behalf of the person or persons affected.



Complaints must be filed within 180 days from the date of the alleged discrimination, although filing time can be extended for a good reason.

If a complaint filed under Executive Order 11246 involves discrimination against only one person, OFCCP will normally refer it to the EEOC. Cases involving groups of people or indicating patterns of discrimination are generally investigated and resolved by OFCCP. Complaints may be filed directly with any of OFCCP's regional or district offices throughout the country, or with OFCCP in Washington, D.C.

### **Compliance Assistance**

To help contractors understand their contractual obligations for EEO and affirmative action, OFCCP provides technical assistance. District office staff offers guidance to contractors on how to develop an affirmative program through company seminars, training programs held in conjunction with industry liaison groups, and one-on-one consultations on affirmative action practices and procedures.

### **Enforcing Contract Compliance**

When a compliance review discloses problems, OFCCP attempts to work with the contractor, often entering into a conciliation agreement. A conciliation agreement may include back pay, job offers, seniority credit, promotions or other forms of relief for victims of discrimination. It may also involve new training programs, special recruitment efforts, or other affirmative action measures.

When conciliation efforts are unsuccessful, OFCCP refers the case to the Office of the Solicitor for enforcement through administrative enforcement proceedings. A contractor cited for violating EEO and affirmative action requirements may have a formal hearing before an administrative law judge.

If conciliation is not reached before or after the hearing, sanctions may be imposed. For example, a contractor could lose its government contracts or subcontracts or be debarred, i.e., declared ineligible for any future government contracts.

### **Further Information**

For more information about contract compliance, filing complaints, or compliance assistance, contact any of OFCCP's regional or district offices. All offices are listed in telephone directories under U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs.

# EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Executive Order 11246

(Excerpts from 41 CFR 60 Parts 1 and 4)

## 41 CFR 60-1.4 - Equal opportunity clause

(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following *equal opportunity clause*:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Such action shall include but not be limited to the following:
- (2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation of the equal opportunity clause by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director may designate.

(e) *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

## **41 CFR 60-4.3 - Equal opportunity clauses**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

### *Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations

- serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to

comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]



**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NON-DISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_  
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(Name of Applicant)

involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, age, handicap, veteran status, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,  
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR  
EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY  
OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING  
INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

**COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Contractor or Subcontractor)

\_\_\_\_\_

(Date)

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**ASSURANCE OF COMPLIANCE  
FOR  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND  
SECTION 13 OF THE FWPCA AMENDMENTS OF 1972**

NAME AND ADDRESS OF APPLICANT/RECIPIENT ( <i>Hereinafter called ASSUROR</i> )	GRANT IDENTIFICATION NUMBER <i>(To be completed by EPA)</i>	GRANT AMOUNT REQUESTED \$
	TYPE OF GRANT <input type="checkbox"/> DEMONSTRATION <input type="checkbox"/> RESEARCH <input type="checkbox"/> TRAINING <input type="checkbox"/> OTHER ( <i>Specify</i> ):	
	CHECK ONE: <input type="checkbox"/> NEW <input type="checkbox"/> CONTINUATION	

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements of the U.S. Environmental Protection Agency (*hereinafter called "EPA"*) issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Assuror receives financial assistance from EPA and hereby gives assurance that it will now and hereafter take all necessary measures to effectuate this agreement.

HEREBY AGREES THAT IT will comply with all applicable requirements of Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and all requirements of EPA issued pursuant to that section, to the end that in accordance with that section of that Act, no person in the United States shall, on the ground of sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under the said Federal Water Pollution Control Act Amendments for which the Assuror receives assistance from EPA and hereby gives assurance that it will now and hereafter take all necessary measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of financial assistance extended to the Assuror by EPA, this Assurance obligates the Assuror, or, in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provisions of similar services or benefits. If any personal property is so provided, this Assurance obligates the Assuror for the period during which it retains ownership or possession of the property. In all other cases, this Assurance obligates the Assuror for the period during which the financial assistance is extended to it by EPA.

THE ASSURANCE is given in consideration of and for the purpose of obtained any and all Federal grants, loans, contracts, property discounts or other financial assistance extended after the date hereof to the Assuror by EPA including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Assuror recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States shall reserve the right to seek judicial enforcement of this Assurance. The Assurance is binding on the Assuror, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this Assurance on behalf of the Assuror.

The obligations assumed by the Assuror hereunder are in addition to any obligations which may be imposed to the Assuror by any applicable regulation now outstanding or which may hereafter be adopted by EPA to effectuate any provision or goal of the said Title VI and all applicable requirements of the said Section 13, and no part of this Assurance shall be read so as to in any way detract from or modify any obligation which may be imposed on the Assuror by any such regulation standing alone.

SIGNATURE OF ASSUROR BY PRESIDENT, CHAIRMAN OF BOARD OR COMPARABLE AUTHORIZED OFFICIAL	DATE
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# **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE**

## **40 CFR 31.36(e)**

40 CFR 31.36(e) – Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

# TITLE 37

## CHAPTER 2.1 DOMESTIC STEEL

### Section

37-2.1-1.	Short Title
37-2.1-2.	Purpose
37-2.1-3.	Purchase of steel and steel products
37-2.1-4.	Payment
37-2.1-5.	Definitions

#### **37-2.1-1. Short title.**

This chapter shall be known and may be cited as the "Steel Products Procurement Act".

#### **37-2.1-2. Purpose.**

- (a) This chapter shall be deemed to be an exercise of the police powers of the state for the protection of the health, safety, and general welfare of the people of the state.
- (b) It is hereby determined by the general assembly of Rhode Island and declared as a matter of legislative findings that:
  - (1) The United States is one of the leading countries in the production and use of steel and its allied products;
  - (2) The use of steel products constitutes a major industry of the United States and, as such, provides the jobs and family incomes of millions of persons in the United States;
  - (3) The taxes paid to Rhode Island and the United States by employers and employees engaged in the production and sale of steel products are one of the largest single sources of public revenues in this country;
  - (4) It has, for many years, been the policy of the state to aid and support the development and expansion of industry in the United States in order to foster the economic well-being of the state and its people; and
  - (5) The economy, general welfare, and national security of the United States, are inseparably related to the preservation and development of the steel industry in the United States.
- (c) The general assembly therefore declares it to be the policy of the state that all public officers and agencies should, at all times, aid and promote the development of the steel industry of the United States in order to stimulate and improve the economic well-being of the state and its people.

#### **37-2.1-3. Purchase of steel and steel products.**

- (a) Every public agency shall require that every contract document for the construction, reconstruction, alteration, repair, improvement, or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract, only steel products as herein defined shall be used or supplied in the performance of the contract or any subcontracts thereunder.
- (b) This section shall not apply in any case where the head of the public agency, in writing, determines that steel products as herein defined are not produced in, or readily available in the United States or that such steel products shall not exceed fifteen percent (15%) of the costs of any other steel products obtainable nationally or internationally.

#### **37-2.1-4. Payment.**

No public agency shall authorize, provide for, or make any payments to any person under any contract containing the provision required by 37-2.1-3 unless the public agency is satisfied that such person has fully complied with that provision. Any such payments made to any person by any public agency which should not have been made, as a result of this section, shall be recoverable directly from the contractor or subcontractor who did not comply with 37-2.1-3 by either such public agency or the attorney general upon suit filed in the court of any county.

### **37-2.1-5. Definitions.**

The following words and phrases when used in this chapter shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- (a) "Person" means natural persons as well as corporations, partnerships, business units, and associations;
- (b) "Public agency" means (1) the state and its departments, boards, commissions and agencies, (2) cities, towns, school districts, and any other governmental unit or district, (3) any and all other public bodies, authorities, officers, agencies, or instrumentalities, whether exercising a governmental or proprietary function;
- (c) "Public works" means steel to construct, frame or reinforce any public structure, building, highway, waterway, street, bridge, transit system, airport, or other betterment, work or improvement, whether of a permanent or temporary nature, and whether for governmental or proprietary use;
- (d) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process;
- (e) "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

# TITLE 37

## CHAPTER 12 CONTRACTORS' BONDS

### Sections

- 37-12-1. Contractors required to give bond – Terms and conditions.
- 37-12-2. Rights of persons furnishing labor and materials.
- 37-12-3. Remedies of creditors and state – Priority of claims.
- 37-12-4. Intervention by creditor in suit brought by state.
- 37-12-5. Time limitation on creditors' actions.
- 37-12-6. Intervention in suit brought by creditor – Consolidation of suits.
- 37-12-7. Notice of Pendency of Suit
- 37-12-8. Certified copies of documents.
- 37-12-9. Payment into court by surety – Discharge.
- 37-12-10. Retainers relating to contracts for public works or sewer or water main construction.
- 37-12-11. Substitution of securities for retained earnings.

**§ 37-12-1. Contractors required to give bond – Terms and conditions.** – Every person (which word for the purposes of this chapter shall include a co-partnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the department of transportation or by the department of administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of fifty thousand dollars (\$ 50,000), or for a contract for the construction, improvement, completion, or repair of any public building, or portion thereof, shall be required to furnish to the respective department a bond of that person to the state, with good and sufficient surety or sureties (hereafter in this chapter referred to as surety), acceptable to the respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors, shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the state, the respective department, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract, and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work. The bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Waiver of the bonding requirements of this section is expressly prohibited.

### **37-12-2. Rights of persons furnishing labor and materials.**

Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for in the contract, in respect of which a payment bond is furnished under § 37-12-1, and who has not been paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for which a claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgment for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor

furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office, conducts his or her business, or his or her residence.

### **37-12-3. Remedies of creditors and state - Priority of claims.**

The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol and in any suit brought on the bond the rights of the state shall be prior to those of all creditors. The rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among other creditors under the bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought, as hereafter provided in this chapter, by any person claiming to be a creditor under the bond.

### **37-12-4. Intervention by creditor in suit brought by state.**

Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond, and by so intervening may have the rights to the person adjudicated in the suit.

### **37-12-5. Time limitation on creditors' actions.**

No suit instituted under § 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under § 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section.

### **37-12-6. Intervention in suit brought by creditor - Consolidation of suits.**

When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit.

### **37-12-7. Notice of pendency of suit.**

In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearances in the suit and, in addition to the notice, notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

### **37-12-8. Certified copies of documents.**

Any person claiming to be a creditor under the bond and having filed a claim with the respective department, in accordance with the requirements of § 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal, plans specifications, and bond.

### **37-12-9. Payment into court by surety - Discharge.**

The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto under the decree of the court, the penal sum named in the bond less any amount which the surety

may have paid to the state in satisfaction of the liability of the surety to the state under the bond, and then shall be entitled to be discharged from all further liability under the bond.

### **37-12-10. Retainers relating to contracts for public works or sewer or water main construction.**

(a) Upon substantial completion of the work required by a contract aggregating in amount less than five hundred thousand dollars (\$ 500,000) with any municipality, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. Upon substantial completion of the work required by a contract aggregating in an amount of five hundred thousand dollars (\$ 500,000) or greater with any municipality, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in § 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price. In the case of periodic payments with respect to contracts less than the aggregate amount of five hundred thousand dollars (\$ 500,000), the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties. In the case of periodic payments with respect to contracts in the aggregate amount of five hundred thousand dollars (\$ 500,000) or greater, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment.

(b) The retainage shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason other than a dispute, which, if resolved and it is not the fault of the contractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The retainage shall be paid to any contractor or subcontractor within ninety (90) days of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

(d) There shall also be deducted and retained from the contract price an additional sum sufficient to pay the estimated cost of municipal police traffic control on any public works project. Municipalities shall directly pay the officers working traffic details and shall bill and be reimbursed by the withholding authority for which the contract is being performed every thirty (30) days until the project is complete.

(e) Notwithstanding the foregoing, with respect to projects located within the town of Warren, the withholding authority shall hold an amount from the contract price which shall be reasonably sufficient to pay the estimated cost of municipal police traffic control. The withholding authority shall pay to the town of Warren within seventy-two (72) hours of written demand the actual costs of police traffic control associated with said project on an ongoing basis.

### **37-12-11. Substitution of securities for retained earnings.**

(a) Where any public works contract as defined by § 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general treasurer either; (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills; (2) Bonds or notes of the state of Rhode Island ; or (3) Bonds of any political subdivision in the state of Rhode Island.

(b) No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of the securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the interest or income, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or by any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be



deducted, first from that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.

## TITLE 37

### CHAPTER 12.1 SUBSTITUTION OF SECURITY FOR RETAINED EARNINGS OF ARCHITECTS AND ENGINEERS

#### Sections

- 37-12.1-1. Definition of Terms.
- 37-12.1-2. Substitution of security for retained earnings by designers.
- 37-12.1-3. Deduction from retained earnings.
- 37-12.1-4. Endorsement on securities.
- 37-12.1-5. Applicability.

#### **37-12.1-1. Definition of terms.**

Terms used in this chapter shall be construed as follows:

- (a) "Designers", means any person, firm or corporation duly authorized pursuant to the laws of this state to engage in the practice of architecture and/or engineering within this state.
- (b) "Public works contract" means a contract to perform design or planning services by a designer with the state or any agency or governmental subdivisions thereof.
- (c) "Retained earnings" means any moneys or earned estimates withheld from a designer pursuant to the terms of a public works contract.

#### **37-12.1-2. Substitution of security for retained earnings by designers.**

(a) Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

- (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills;
- (2) Bonds or notes of the state of Rhode Island; or
- (3) Bonds of any political subdivision of the state of Rhode Island.

(b) With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the interest or income when and as collected to the designer depositing the securities. If the security is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the designer.

#### **37-12.1-3. Deduction from retained earnings.**

In the event that pursuant to the terms of the public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter from the proceeds of the sale of any securities deposited or from the income earned on such securities, whichever is applicable.

#### **37-12.1-4. Endorsement on securities.**

All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter.

#### **37-12.1-5. Applicability.**

This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16, 1991].

# TITLE 37

## CHAPTER 13 LABOR AND PAYMENT OF DEBTS BY CONTRACTORS

### Sections

- 37-13-1. "Public Works" defined
- 37-13-2. "Contractor" defined – information required.
- 37-13-3. Contractors subject to provisions – Weekly payment of employees.
- 37-13-3.1 State public works contract apprenticeship requirements
- 37-13-4. Provisions applicable to public works contracts – List of Subcontractors.
- 37-13-5. Payment for trucking or materials furnished – Withholding of sums due.
- 37-12-6. Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract.
- 37-13-7. Specification in contract of amount and frequency of payment and wages.
- 37-13-8. Investigation and determination of prevailing wages – Filing of schedule.
- 37-13-9. Statutory provisions included in contracts.
- 37-13-10. Overtime compensation.
- 37-13-11. Posting of prevailing wage rates.
- 37-13-12. Wage records of contractors.
- 37-13-12.1. Obstruction of enforcement.
- 37-13-12.2. Subpoena powers.
- 37-13-12.3. Compelling obedience to subpoenas.
- 37-13-12.4. Penalty for violations.
- 37-13-13. Furnishing payroll record to director of labor.
- 37-13-13.1. Audits of wage records of out of state contractors and subcontractors.
- 37-13-14. Contractor's bond.
- 37-13-14.1. Enforcement – Hearings.
- 37-13-15. Review.
- 37-13-16. Termination of work on failure to pay agreed wages – Completion of work.
- 37-13-17. Private right of action to collect wages or benefits

### **37-13-1. "Public works" defined.**

"Public works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

### **37-13-2. "Contractor" defined - Information required.**

The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skills, ability, and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to qualifications shall be submitted in such form to the awarding authority and the director of labor and training as the director of labor and training shall require. The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to do so.

### **37-13-3. Contractors subject to provisions - Weekly payment of employees.**

All contractors, who have been awarded contracts for public works by an awarding agency or authority of the state or of any city, town, committee, or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars (\$1,000) whether payable at the time of the signing of the contract or at a later date, and their subcontractors, on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 - 37-13-14, inclusive, and 37-13-16.

### **37-13-3.1. State public works contract apprenticeship requirements.**

Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$ 1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training. To the extent that any of the provisions contained in this section conflict with the requirements for federal aid contracts, federal laws and regulations shall control.

### **37-13-4. Provisions applicable to public works contracts - Lists of subcontractors.**

All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority," in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 - 37-13-14, and 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority a list of his or her subcontractors of any part or all of the work. The list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

### **37-13-5. Payment for trucking or materials furnished - Withholding of sums due.**

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

### **37-13-6. Ascertainment of prevailing rate of wages and other payments - Specification of rate in call for bids and in contract.**

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

### **37-13-7. Specification in contract of amount and frequency of payment of wages.**

Every call for bids for every contract in excess of one thousand dollars (\$ 1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages" , "scale of wages" , "wage rates" , "minimum wages" , and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits ; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection ( b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees" , as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b) .

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the

convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

### **37-13-8. Investigation and determination of prevailing wages - Filing of schedule.**

The director of labor and training shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in § 37-13-7, paid in the trade or occupation in the city, town, village, or other appropriate political subdivision of the state and keep a schedule on file in his or her office of the customary prevailing rate of wages and payments made to or on behalf of the employees which shall be open to public inspection. In making a determination, the director of labor may adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the secretary of labor of the United States of America in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 276a; provided, however, that each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on a hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first.

### **37-13-9. Statutory provisions included in contracts.**

A copy of 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state or any city or town, committee, an authorized agency or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price be in excess of one thousand dollars (\$1,000).

### **37-13-10. Overtime compensation.**

Labor performed under the provisions of 37-13-1 - 37-13-16, inclusive, during the period of forty (40) hours in any one week and during the period of eight (8) hours in any one day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one week greater than the number of forty (40) hours or in any one day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the director of labor and training has determined in the investigation provided for in 37-13-7 and 37-13-8 that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of worker needed to execute the work other than hours worked in any one week greater than the number of forty (40) or in hours worked in any one day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for the work and the prevailing rate of overtime wages shall be paid for such work in excess of that legal workday or week, as the case may be.

### **37-13-11. Posting of prevailing wage rates.**

Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars (\$ 1,000), and each subcontractor who performs work on those public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in §§ 37-13-6 and 37-13- 7, and the rights and remedies of any employee described in § 37-13-17 for nonpayment of any wages earned pursuant to this chapter. Posters shall be furnished to contractors and subcontractors by the director of labor and training, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars (\$ 100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city, town, or any agency thereof until the director of labor and training has prepared and delivered the posters to the division of purchases, if the state or any agency thereof is the proper authority, or to the city, town, or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

### **37-13-12. Wage records of contractors.**

Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000) for public works, and each subcontractor who performs work on those public works, shall keep an accurate record showing the name, occupation, and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contract or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

### **37-13-12.1. Obstruction of enforcement.**

Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

### **37-13-12.2. Subpoena powers.**

The director and his or her authorized representatives shall have power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

### **37-13-12.3. Compelling obedience to subpoenas.**

In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which he may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

### **37-13-12.4. Penalty for violations.**

Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000) for each separate offense, or by imprisonment of up to one year, or by both fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

### **37-13-13. Furnishing payroll record to director of labor.**

(a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

(b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.

(c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars (\$1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.

(d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also

notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

### **37-13-13.1. Audits of wage records of out of state contractors and subcontractors.**

Out of state contractors or subcontractors who perform work on public works in this state authorize the director of labor and training to conduct wage and hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

### **37-13-14. Contractor's bond.**

The state or any city, town, agency, or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$ 50,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, a bond to contain the terms and conditions set forth in chapter 12 of this title, and to be subject to the provisions of that chapter. Waiver of the bonding requirements of this section is expressly prohibited.

### **37-13-14.1. Enforcement - Hearing**

(a) Before issuing an order or determination, the director of labor and training shall order a hearing thereon at a time and place to be specified, and shall give notice thereof, together with a copy of the complaint or the purpose thereof, or a statement of the facts disclosed upon investigation, which notice shall be served personally or by mail on any person, firm, or corporation affected thereby. The person, firm, or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in the notice, which time shall be not less than five (5) days from the service of the notice personally or by mail. The hearing shall be held within ten (10) days from the order of hearing. The hearing shall be conducted by the director of labor and training or his or her designee. The hearing officer in the hearing shall be deemed to be acting in a judicial capacity and shall have the right to issue subpoenas, administer oaths, and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by Rhode Island civil practice law and rules. The hearing shall be expeditiously conducted, and upon such hearing, the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of the order, with a notice of the filing thereof, upon the parties to the proceeding, personally or by mail. The order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve percent (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party.

(b) In addition to directing payment of wages or supplements including interest found to be due, the order shall also require payment of a further sum as a civil penalty in an amount up to three times the total amount found to be due. Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to the employee in violation of thereof exceeds five thousand dollars (\$5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general. The misdemeanor shall be punishable for a period of not more than one year in prison and/or fined not more than one thousand dollars (\$1,000). In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations, and the failure to comply with recordkeeping or other nonwage requirements. The surety of the person, firm, or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm, or corporation. The penalty shall be paid to the department of labor and training for deposit in the state treasury; provided, however, it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein. There is hereby appropriated to the annual budget of the department of labor and training the amount of the fund collected annually under this section, to be used at the direction of the director of labor and training for the sole purpose of enforcing prevailing wage rates as provided in this chapter.



(c) For the purposes of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm, or corporation, whether the violation is continuous or intermittent, shall constitute a separate and succeeding violation.

(d) In addition to the above, any person, firm, or corporation found in violation of any of the provisions of this chapter by the director of labor and training, an awarding authority, or the hearing officer, shall be ineligible to bid on, or be awarded work by, an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer. Once a person, firm, or corporation is found to be in violation of this chapter, all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked.

(e) In addition to the above, any person, firm, or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on, or be awarded work by, an awarding authority or perform any work for a period of sixty (60) months from the date of the second violation.

(f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court.

(g) The director of labor and training, awarding authority, or hearing officer shall notify the bonding company of any person, firm, or corporation suspected of violating any section of this chapter. The notice shall be mailed certified mail and shall enumerate the alleged violations being investigated.

(h) In addition to the above, any person, firm, or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. A first violation of this section shall be considered a misdemeanor and shall be punishable for a period of not more than one year in prison and/or fined one thousand dollars (\$1,000). A second or subsequent violation of this section shall be considered a felony and shall be punishable for a period of not more than three (3) years imprisonment, a fine of three thousand dollars (\$3,000), or both. Further, any person, firm, or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor and training in an amount of no less than two thousand dollars (\$2,000) and not greater than fifteen thousand dollars (\$15,000) per representation.

### **37-13-15. Review.**

(a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of such appeals board shall serve without compensation. The members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities; one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a term of two (2) years and one (1) for a term of three (3) years.

(b) Any person aggrieved by any action taken by the director of labor and training or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor and training to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. The petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor and training or designated hearing officer: The petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

- (1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;
- (2) Any person who is required to be paid wages for his or her labor or on whose behalf payments are required to be paid to funds, as provided by this chapter;
- (3) The lawful collective bargaining representative of a person defined in subdivision (2) above;
- (4) A trade association of which a person defined in subdivision (1) above is a member;
- (5) A proper authority as defined in this chapter;

- (6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or her is a member, and
  - (7) A labor organization which has one or more written collective bargaining agreements with one or more employers or a trade association which sets forth the hours, wages, and working conditions of a craft, mechanic, teamster, or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor and training or the hearing officer.
- (c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court in Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief and the petition shall follow the course of and be subject to the procedures for causes filed in the court.
- (d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence.

### **37-13-16. Termination of work on failure to pay agreed wages - Completion of work.**

Every contract within the scope of this chapter shall contain the further provision that in the event it is found by the director of labor and training that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

### **37-13-17. Private right of action to collect wages or benefits**

(a) An employee or former employee, or any organization representing such an employee or former employee, of a contractor or subcontractor may bring a civil action for a violation of § 37-13-7 for appropriate injunctive relief, or actual damages, or both within three (3) years after the occurrence of the alleged violation. An action commenced pursuant to this section, may be brought in the superior court for the county where the alleged violation occurred, the county where the complainant resides, or the county where the person against whom in the civil complaint is filed resides or has their principal place of business. Any contractor or subcontractor who violates the provisions of § 37-13-7 shall be liable to the affected employee or employees in the amount of unpaid wages or benefits, plus interest. A civil action filed in court under this section may be instituted instead of, but not in addition to the director of labor and training enforcement procedures authorized by § 37-13-14.1, provided the civil action is filed prior to the date the director of labor and training issues notice of an administrative hearing.

(b) An employer's responsibility and liability is solely for its own employees.

(c) An action instituted pursuant to this section may be brought by one or more employees or former employees on behalf of himself/herself or themselves and other employees similarly situated, except that no employee shall be a party plaintiff to any such action unless he/she gives his/her consent in writing to become such a party and such consent is filed in the court in which such action is brought.

(d) In an action filed under this section in which the plaintiff prevails, the court shall, in addition to any judgment awarded to the plaintiff, require reasonable attorneys' fees and the costs of the action to be paid by the defendant.

(e) The court in an action filed under this section shall award affected employees or former employees liquidated damages in an amount equal to two (2) times the amount of unpaid wages or benefits owed. Unpaid fringe benefit contributions owed pursuant to this section in any form shall be paid to the appropriate benefit fund, however, in the absence of an appropriate fund the benefit shall be paid directly to the individual.

(f) The filing of a civil action under this section shall not preclude the director of labor and training from referring a matter to the attorney general as provided in § 37-13-14.1(b), from prohibiting a contractor or subcontractor from bidding on or otherwise participating in contracts as provided in § 37-13-14.1(d), (e) and (h), or from prohibiting termination of work on failure to pay agreed wages pursuant to § 37-13-16.

(g) Any person, firm, or corporation found to have willfully made a false or fraudulent representation in connection with wage obligations owed on a contract shall be required to pay a civil penalty to the department of labor and training in an amount of no less than one thousand dollars (\$ 1,000) and not greater than three thousand dollars (\$ 3,000) per representation. Such penalties shall be recoverable in civil actions filed pursuant to this section. For purposes of this subsection "willfully" shall mean representations that are known to be false, or representations made with deliberate ignorance or reckless disregard for their truth or falsity.

(h) An employer shall not discharge, threaten, or otherwise discriminate against an employee, or former employee, regarding compensation terms, conditions, locations or privileges of employment because the employee or former employee, or a person or organization acting on his or her behalf: (1) Reports or makes a complaint under this section; or otherwise asserts his or her rights under this section; and/or (2) Participates in any investigation, hearing or inquiry held by the director of labor and training under § 37-13-14.1. In the event a contractor or subcontractor retaliates or discriminates against an employee in violation of this section, the affected employee may file an action in any court of competent jurisdiction and the court shall order reinstatement and/or restitution of the affected employee, as appropriate, with back pay to the date of the violation, and an additional amount in liquidated damages equal to two (2) times the amount of back pay and reasonable attorneys' fees and costs.

(i) If any one or more subsections of this section shall for any reason be adjudged unconstitutional or otherwise invalid, the judgment shall not affect, impair, or invalidate the remaining subsections.

## **PREVAILING WAGE RATES**

**(Appropriate wage rate to be inserted by bidder in specifications)**

**For a copy of the appropriate wage rate, contact:**

**R.I. Department of Labor and Training  
Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920**

# TITLE 37

## CHAPTER 14.1 MINORITY BUSINESS ENTERPRISE

### Sections

37-14.1-1.	Purpose.
37-14.1-2.	Applicability.
37-14.1-3.	Definitions.
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37-14.1-5.	Discrimination prohibited.
37-14.1-6.	Minority business enterprise guidelines.
37-14.1-7.	Establishment of criteria and guidelines.
37-14.1-8.	Sanctions.

### **37-14.1-1. Purpose.**

The purpose of this chapter is to carry out the state's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women (MBE's), in state funded and state directed public construction programs and projects and in state purchases of goods and services. This includes assisting MBE's throughout the life of contracts in which they participate.

### **37-14.1-2. Applicability.**

This chapter shall apply to any and all state purchasing, including, but not limited to the procurement of goods, services, construction projects, or contracts funded in whole or in part by state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers or in which the state is a signatory to the construction contract.

### **37-14.1-3. Definitions.**

- (a) "Affirmative action" means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve minority business enterprises fully in contracts and programs funded by the state.
- (b) "Compliance" means the condition existing when a contractor has met and implemented the requirements of this chapter.
- (c) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this chapter, a lease is a contract.
- (d) "Contractor" means one who participates, through a contract or subcontract, in any procurement or program covered by this chapter, and includes lessees and material suppliers.
- (e) "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:
  - (1) Black (a person having origins in any of the black racial groups of Africa);
  - (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);
  - (4) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (5) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.); or
  - (6) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended [15 U.S.C. 637(a)].
- (f) "Minority business enterprise" or "MBE" means a small business concern, as defined pursuant to section 3 of the federal Small Business Act [15 U.S.C. 632] and implementing regulations, which is owned and controlled by one or more minorities or women. For the purposes of this chapter, owned and controlled means a business.

- (1) Which is at least fifty-one percent (51%) owned by one or more minorities or women or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities or women; and
- (2) Whose management and daily business operations are controlled by one or more such individuals.

(g) "MBE coordinator" means the official designated to have overall responsibility for promotion of minority business enterprise in his or her departmental element.

(h) "Noncompliance" means the condition existing when a recipient or contractor has failed to implement the requirements of this chapter.

#### **37-14.1-4. Policy.**

It is the policy of the state of Rhode Island that minority business enterprises (MBE's) shall have the maximum opportunity to participate in the performance of procurements and projects outlined in 37-14.1-2.

#### **37-14.1-5. Discrimination prohibited.**

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any project covered by this chapter, on the grounds of race, color, national origin, or sex.

#### **37-14.1-6. Minority business enterprise participation.**

Minority business enterprises shall be included in all procurements and construction projects under this chapter and shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. The director of the department of administration is further authorized to establish by rules and regulation formulas for giving minority business enterprises a preference in contract and subcontract awards.

#### **37-14.1-7. Establishment of criteria and guidelines.**

The director of the department of administration shall establish, by rule and regulations adopted in accordance with chapter 35 of title 42, standards which shall determine whether a construction project is covered by this chapter, compliance formulas, procedures for implementation, and procedures for enforcement which are not inconsistent with 49 CFR 23 of the federal regulations. As to Rhode Island department of transportation contracts, the director of administration may delegate this authority to the director of transportation.

#### **37-14.1-8. Sanctions.**

(a) The director of the department of administration shall have the power to impose sanctions upon contractors not in compliance with this chapter and shall include but not be limited to:

- (1) Suspension of payments;
- (2) Termination of the contract;
- (3) Recovery by the state of ten percent (10%) of the contract award price as liquidated damages; and
- (4) Denial of right to participate in future projects for up to three (3) years.

(b) As to Rhode Island department of transportation contracts, the director of the department of administration may delegate this authority to the director of transportation.

**RHODE ISLAND REQUIREMENTS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES**  
**IN STATE FUNDED AND DIRECTED PUBLIC CONSTRUCTION PROJECTS, CONSTRUCTION**  
**CONTRACTS AND PROCUREMENT CONTRACTS**

In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Elvys Ruiz at the MBECO at (401) 574-8253 or via email at [Elvys.Ruiz@doa.ri.gov](mailto:Elvys.Ruiz@doa.ri.gov)

# TITLE 37

## CHAPTER 16 PUBLIC WORKS ARBITRATION

### Sections

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37-16-3.	Application for subcontracts.
37-16-4.	Stay of legal proceedings pending arbitration.
37-16-5.	Jurisdiction of superior court to enforce arbitration provisions and awards.
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37-16-24.	Effect of judgment.
37-16-25.	Appeals.
37-16-26.	Satisfaction of award.
37-16-27.	Application of sureties.

### **37-16-1. Short title.**

This chapter shall be known as the "Public Works Arbitration Act".

### **37-16-2. Contract provision for arbitration.**

(a) A provision in a written contract executed on or after January 1, 1962, for the construction, alteration, repair, or painting of any public building, sewer, highway, bridge, water treatment or disposal projects one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them, to settle by arbitration any dispute or claim arising out of or concerning the performance or interpretation of the contract shall be valid, irrevocable, and enforceable, save upon grounds existing in law or equity for the revocation of the contract.

(b) (1) Every contract for the construction, alteration, repair, painting, or demolition of any public building, sewer, water treatment or disposal project, highway, or bridge one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them which has a contract price of ten thousand dollars (\$ 10,000) or more and which is executed on or after July 1, 1967, shall contain a provision for arbitration of disputes and claims arising out of or concerning the performance or interpretation of the contract as follows:

(2) "All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in



dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition."

(c) Any dispute involving claims less than one hundred thousand dollars (\$ 100,000) and associated with construction of a highway or bridge as referred to in subsection (b) shall be submitted to arbitration. Any dispute involving claims of one hundred thousand dollars (\$ 100,000) or more and associated with construction of a highway or bridge as referred to in subsection (b) shall only be arbitrated with the consent of the parties. If the parties fail to consent to arbitration and the state of Rhode Island is a party to the dispute, then the claim will proceed in accordance with § 37-13.1-1.

(d) For the purposes of this section, the term "claims" shall not mean the aggregate amount sought under the contract or in the arbitration, but shall refer specifically to each item or matter in dispute for which additional compensation is sought or for each item for which a credit is sought.

(e) Notwithstanding subsection (a) or (b) of this section, if any contract except for highway and bridge contracts provides for an arbitration procedure, and a method of appointment of an arbitrator or arbitrators, that method shall be followed instead of the method provided in subsection (b) of this section.

(f) This section shall apply to all written contracts executed on or after January 1, 1986.

### **37-16-3. Application to subcontracts.**

When a contract described in 37-16-2 is in effect and any party thereto has entered into a subcontract to perform part of the work and/or furnish any materials in connection with the work described in the contract and the terms of the subcontract provide for arbitration of a dispute or claim concerning the performance or interpretation thereof, or the subcontract, expressly or by reference to the terms of the contract, provides that the parties to the subcontract shall comply with the arbitration provisions of the contract, the following shall apply when a request is made or an order of court is entered for arbitration either under the terms of the contract or subcontract.

(a) When arbitration under the contract may adversely affect the interest of a party thereto because of the effect of an award of the arbitrator or arbitrators upon the performance or interpretation of the terms of a subcontract to which he or she is also a party, he or she may require any other party or all other parties to the subcontract to become a party or parties to the arbitration.

(b) When a party to a subcontract makes a demand or an order of court is entered for arbitration under the terms of the subcontract which comply with the provision of this chapter, any party thereto who is also a party to the contract and whose rights under the contract may be adversely affected by the effect of an award of the arbitrator or arbitrators upon the performance or interpretation of the contract, may require any other party to the contract to become a party to the arbitration.

(c) When a party to a contract or to a subcontract is made a party to arbitration by virtue of the provisions of this section, he or she shall have all the rights of a party to arbitration as provided in this chapter except the appointment of an arbitrator. Provided, however, he or she may object to the arbitrators appointed by the parties in which event a single arbitrator shall be appointed as provided in 37-16-2 in the petition of either of the original parties to arbitration. The award of the arbitrator or arbitrators shall be valid and shall be binding on him or her to

the extent that it affects the performance or interpretation of the contract and/or subcontract to which he or she is a party. The award of the arbitrator or arbitrators may be enforced, modified, or vacated as this chapter provides an award made in an arbitration of a contract described in 37-16-2 may be enforced, modified, or vacated.

#### **37-16-4. Stay of legal proceedings pending arbitration.**

If any suit or proceedings be brought upon any issue referable to arbitration under contract in writing providing for arbitration, the court in which the suit is pending upon being satisfied that the issue involved in the suit or proceedings is referable to arbitration under the contract, shall on application of one of the parties, stay the trial of the action until arbitration has been held.

#### **37-16-5. Jurisdiction of superior court to enforce arbitration provision and awards.**

The entering into a contract in writing providing for arbitration shall be deemed a consent of all parties, including those enumerated in 37-16-2, thereto to the jurisdiction of the superior court of this state to enforce the arbitration provision and any award made pursuant to that provision. A party aggrieved by the failure, neglect, or refusal of another to perform under a contract providing for arbitration, may petition the superior court, or a judge thereof, for an order directing that arbitration proceed in the manner provided for in the contract. Five (5) days' notice in writing of the application shall be served upon the party in default. Service thereof shall be made in the manner specified in the contract, and if no manner specified therein, then in the manner provided by law for personal service of a summons, within or without the state, or substituted service of a summons, or upon satisfactory proof that the party aggrieved has been or will be unable with due diligence to make service in any of the foregoing manners, then notice shall be served in such manner as the court or judge may direct. A judge of the superior court shall hear the parties and upon being satisfied that there is no substantial issue as to the making of the contract or the failure to comply therewith, the court, or the judge thereof, hearing the application, shall make an order directing the parties to proceed to arbitration in accordance with the terms of the contract.

#### **37-16-6. Trial upon evidence of substantial issue.**

If evidentiary facts are set forth raising a substantial issue as to the making of the contract or the failure to comply therewith, the court, or the judge thereof, shall proceed immediately to the trial of the issues. Whenever an immediate trial is ordered, the order therefor shall provide that, if the court finds that a written contract providing for arbitration was made, and that there was a failure to comply therewith, the parties shall proceed with the arbitration in accordance with the terms of the contract and the order shall provide that if the court finds that there was no contract or failure to comply with the contract, then the proceeding shall be dismissed.

#### **37-16-7. Method of appointing arbitrators or umpire.**

If in the contract providing for arbitration, provision is made for a method of naming or appointing an arbitrator or arbitrators or an umpire, that method shall be followed, but if no method be provided therein, then the parties to the contract shall agree to the method of naming or appointing an arbitrator or arbitrators or an umpire and if the parties shall fail to agree, then the court or the judge thereof upon application of either of the parties after due notice to the other party shall appoint an arbitrator to hear the dispute.

#### **37-16-8. Scheduling and notice of arbitration hearing - Adjournment.**

Subject to the terms of the contract, if any are specified therein, the arbitrators selected as prescribed in this chapter must appoint a time and place for the hearing of the matters submitted to them, and must cause notice thereof to be given to each of the parties. They, or a majority of them, may adjourn the hearing from time to time upon the application of either party for good cause shown or upon their own motion, but not beyond the day fixed if a date in the contract, if any, for rendering their award, unless the time so fixed is extended by the written consent of the parties to the contract or their attorney, or the parties have continued with the arbitration without objection to such adjournment.

#### **37-16-9. Power of court to direct prompt hearing.**

The court shall have power to direct the arbitrators to proceed promptly with the hearing and determination of the dispute, claim, or matter in question.

#### **37-16-10. Arbitrator's oath - Waiver.**

Before hearing any testimony, arbitrators selected as prescribed in this chapter must be sworn, by an officer authorized by law to administer an oath, faithfully and fairly to hear and examine the claim, dispute, or matter in question and to make a just award according to the best of their understanding, unless the oath is waived by the

written consent of the parties to the contract or their attorneys or the parties have continued with the arbitration without objection to the failure of the arbitrators to take the oath.

### **37-16-11. Powers of arbitrators.**

The arbitrator or arbitrators selected as prescribed in this chapter, may require any person to attend before them as a witness; and he or she and they have, and each of them has, the same powers with respect to all the proceedings before them which are conferred upon a board or a member of a board authorized by law to hear testimony. All the arbitrators selected as prescribed in this chapter must meet together and hear all the allegations and proofs of the parties; but an award by a majority of them is valid.

### **37-16-12. Fees.**

In any proceeding under this chapter, unless the parties agree as to the arbitrator's or arbitrators' fees, such fees shall be fixed by the court or the judges thereof who shall require the payment equally by both parties of the arbitrators' fees.

### **37-16-13. Validity of awards.**

An award shall be valid and enforceable according to its terms and under the provisions of this chapter, without previous adjudication of the existence of a contract to arbitrate, subject, nevertheless, to the provisions of this section:

- (a) A party who has participated in any of the proceedings before the arbitrator or arbitrators may object to the confirmation of the award only on one or more of the grounds hereinafter specified (provided that he did not continue with the arbitration with notice of the facts or defects upon which his objection is based) because of a failure to comply with 37-16-8 or with 37-16-10 or because of the improper manner of the selection of the arbitrators.
- (b) A party who has not participated in any of the proceedings had before the arbitrator or arbitrators and who has not made or been served with an application to compel arbitration under 37-16-5 may also put in issue the making of the contract or the failure to comply therewith, either by a motion for a stay of the arbitration or in opposition to the confirmation of the award. If a notice shall have been personally served upon such party of an intention to conduct the arbitration pursuant to the provisions of a contract specified in the notice, then the issues specified in this subdivision may be raised only by a motion for a stay of the arbitration, notice of which motion must be served within ten (10) days after the service of the notice of intention to arbitrate. The notice must state in substance that unless within ten (10) days after its service, the party served therewith shall serve a notice of motion to stay the arbitration, he or she shall thereafter be barred from putting in issue the making of the contract or the failure to comply therewith. The arbitration hearing shall be adjourned upon service of the notice pending the determination of the motion. Where the opposing party, either on a motion for a stay or in opposition to the confirmation of an award, sets forth evidentiary facts raising a substantial issue as to the making of the contract or the failure to comply therewith, an immediate trial of the same shall be had. In the event that the party is unsuccessful he or she may, nevertheless, participate in the arbitration if the same is still being carried on.

### **37-16-14. Arbitration under chapter deemed special proceeding - Jurisdiction of superior court.**

Arbitration of a claim, dispute, or matter in question under a contract described in this chapter shall be deemed a special proceeding, of which the superior court for Providence County shall have jurisdiction.

### **37-16-15. Procedure for hearing of application to court.**

Any application to the court, or a judge thereof, hereunder shall be made and heard in the manner provided by law for the making and hearing of motions, except as otherwise herein expressly provided.

### **37-16-16. Form of award.**

To entitle the award to be enforced, as prescribed in this chapter, it must be in writing; and, within the time limited in the contract, if any, subscribed by the arbitrator or arbitrators making it and either filed in the office of the clerk of the court having jurisdiction as provided in 37-16-14 or delivered to one of the parties or his or her attorney.

### **37-16-17. Court order confirming award.**

At any time within one year after the award is made, as prescribed in 37-16-16, any party to the contract by the terms of which arbitration was had, may apply to the court having jurisdiction as provided in 37-16-14 for an order confirming the award. Thereupon the court must grant the order unless the award is vacated, modified, or corrected, as prescribed in 37-16-18 and 37-16-19 or unless the award is unenforceable under the provisions of 37-16-13. Notice of the motion must be served upon the adverse party or parties or his or her or their attorneys, as prescribed by law for service of notice of a motion upon an attorney in an action in the same court.

### **37-16-18. Court order vacating award.**

In any of the following cases, the court must make an order vacating the award, upon the application of any party to the controversy which was arbitrated

- (a) When the award was procured by fraud.
- (b) Where the arbitrator or arbitrators exceeded their powers, or so imperfectly executed them, that a mutual, final, and definite award upon the subject matter submitted was not made.
- (c) If there was no valid contract, and the objection has been raised under the conditions set forth in 37-16-13.

### **37-16-19. Rehearing after vacation of award.**

Where an award is vacated, the court, in its discretion may direct a rehearing either before the same arbitrator or arbitrators or before a new arbitrator or arbitrators to be chosen in the manner provided in the contract for the selection of the original arbitrator or arbitrators or as provided for in 37-16-7 and any provision limiting the time in which the arbitrator or arbitrators may make a decision shall be deemed applicable to the new arbitration and to commence from the date of the court's order.

### **37-16-20. Court order modifying or correcting award.**

In any of the following cases, the court must make an order modifying or correcting the award, upon the application of any party to the contract by the terms of which the arbitration was held.

- (a) Where there was an evident miscalculation of figures or an evident mistake in the description of any persons, thing, or property referred to in the award.
- (b) Where the arbitrator or arbitrators have awarded upon a matter not submitted to them, not affecting the merits of the decision upon the matter submitted.
- (c) Where the award is imperfect in a matter of form not affecting the merits of the controversy, and, if it had been a master's report the defect could have been amended or disregarded by the court.

### **37-16-21. Notice of motion to vacate, modify, or correct an award.**

Notice of a motion to vacate, modify, or correct an award must be served upon all adverse parties, or their attorneys, within sixty (60) days after the award is filed or delivered, as prescribed by law for service of notice of a motion upon an attorney in an action; except that in opposition to a motion to confirm an award, any of the grounds specified in 37-16-18 may be set up. For the purpose of the motion, any judge who might make an order, to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of an adverse party or parties to enforce the award.

### **37-16-22. Entry of judgment - Costs.**

Upon the granting of an order confirming, modifying, or correcting an award, judgment may be entered in conformity therewith, except as is otherwise prescribed in this chapter. Costs of the application and of the proceedings subsequent thereto, not exceeding twenty-five dollars (\$25.00) and disbursements, may be awarded by the court in its discretion. If awarded, the amount thereof must be included in the judgment.

### **37-16-23. Filing of papers after judgment.**

(a) Immediately after entering judgment, the clerk must attach together and file the following papers:

- (1) The contract, and each written extension of the time, if any, within which to make the award.
- (2) The award.
- (3) Each notice, affidavit or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon the application.
- (4) A copy of the judgment.

(b) The judgment may be docketed as if it was rendered in an action.

### **37-16-24. Effect of judgment.**

The judgment so entered has the same force and effect, in all respects as, and is subject to all the provisions of law relating to a judgment in an action. The judgment may be enforced as if it had been rendered in an action in the court in which it is entered.

### **37-16-25. Appeals.**

An appeal may be taken from an order made in a proceeding under this chapter, or from a judgment entered upon an award. The proceedings upon the appeal, including the judgment thereupon and the enforcement of the judgment, are governed by the provisions of statute and rule regulating appeal in actions as far as they are applicable.

### **37-16-26. Satisfaction of award.**

- (a) An award which requires the payment of a sum of money by a city, town, or the state or any body described in 37-16-2 created or organized by or through the authority of any of them, shall be satisfied to the extent of payment of that sum by payment thereof to the party to whom the award was made by the treasurer or officer exercising the duties of a treasurer thereof from its general funds.
- (b) An award which requires the payment of a sum of money to a city, a town, or the state or any body described in 37-16-2 created or organized by or through the authority of any of them shall be satisfied to the extent of payment of that sum by payment thereof to its treasurer or officer exercising the duties of a treasurer thereof who shall deposit the same in its general funds.

### **37-16-27. Application to sureties.**

- (a) If a contractor principal on a bond furnished to guarantee performance or payment on a construction contract and the claimant are parties to a written contract with a provision to submit to arbitration any controversy thereafter arising under the contract, or subject to arbitration as provided in 37-16-2(b), the arbitration provisions shall apply to the surety for all disputes involving questions of the claimant's right of recovery against the surety. Either the claimant, the contractor principal, or surety may demand arbitration in accordance with the written contract or as provided in 37-16-2(b) if applicable in one arbitration proceeding, provided that the provisions of 37-16-3 shall be applicable to any such demand for arbitration. The arbitration award shall decide all controversies subject to arbitration between the claimant, on the one hand, and the contractor principal and surety on the other hand, including all questions involving liability of the contractor principal and surety on the bond, but a claimant must file suit for recovery against the surety within the time limits set forth in 37-12-2 and 37-12-5. The arbitration shall be in accordance with this chapter and the court shall enter judgment thereon as provided therein.
- (b) The arbitrator or arbitrators, if more than one, shall make findings of fact as to the compliance with the requirements for recovery against the surety, and those findings of fact shall be a part of the award binding on all parties to the arbitration.

# TITLE 45

## CHAPTER 55 AWARD OF MUNICIPAL CONTRACTS

### SECTIONS

- 45-55-1 Legislative findings
- 45-55-2. Method of source selection
- 45-55-3. Purchasing agent - Appointment - Duties.
- 45-55-4. Definitions.
- 45-55-5. Competitive sealed bidding.
- 45-55-5.1. Business exempt.
- 45-55-5.2. Town of North Smithfield - Exemption.
- 45-55-6. Competitive negotiation.
- 45-55-7. Negotiations after unsuccessful competitive sealed bidding
- 45-55-8. Sole source procurement and emergency procurements.
- 45-55-8.1 Qualification based selection of architects and engineers.
- 45-55-9. Small purchases.
- 45-55-10. Cancellation of invitation for bids and requests for proposals.
- 45-55-11. Responsibilities of bidders and offerors
- 45-55-12. Prequalification of contractors - General.
- 45-55-13. Exclusion of state mandated costs.
- 45-55-13.1. Exclusion of multi-cities or towns insurance corporations and cooperative risk management programs.
- 45-55-13.2. Exclusion of multi-cities or towns energy aggregation programs.
- 45-55-13.3. Exclusion of multi-school district combined purchasing consortia
- 45-55-14. Staff consultants.
- 45-55-15. Severability.
- 45-55-16 Prohibition against the use of lead based paints.
- 44-55-17 Penalties

#### **45-55-1. Legislative findings.**

It is hereby declared that a need exists to establish a uniform system for the award of contracts by municipalities, utilizing open cooperative bids.

#### **45-55-2. Method of source selection.**

Except as otherwise authorized by law, all municipal contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to 45-55-5;
- (2) Competitive negotiations, pursuant to 45-55-6;
- (3) Non-competitive negotiations, pursuant to 45-55-7 and 45-55-8;
- (4) Small purchase procedures, pursuant to 45-55-9.
- (5) Qualification based selection (QBS) process for architects/engineers pursuant to 45-55-8.1

#### **45-55-3. Purchasing agent - Appointment - Duties.**

Within each city or town or quasi public agency there shall be designated a person or persons to act as purchasing officer to exercise the powers and duties as set forth in this chapter.

#### **45-55-4. Definitions.**

The words defined in this section have the following meanings whenever they appear in this chapter, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section, group of sections or provision.

- (1) "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.
- (2) "Change order" means a written order signed by the purchasing agent, or contractor directing or allowing the contractor to make changes which the changes clause of the contract authorizes the purchasing agent or contractor to order without the consent of the contractor or purchasing agent.
- (3) "Construction" means the process of building, altering, repairing, improving, or demolishing any public structures or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance or repair of existing structures, buildings, or real property performed by salaried employees of the municipality in the usual course of their job.
- (4) "Contract" means all types of agreements, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item. It includes awards; contracts of a fixed-price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders; leases; letter contracts, purchase orders, and construction management contracts. It also includes supplemental agreements with respect to any of the preceding. "Contract" does not include labor contracts with employees of the municipality.
- (5) "Contract modification" means any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract. It includes bilateral actions, as supplemental agreements, and unilateral actions, as change orders, administrative changes, notices of termination, and notices of the exercise of a contract option.
- (6) "Contractor" means any person having a contract with a municipality.
- (8) "Data" means recorded information, regardless of form or characteristic.
- (8) "Designee" means a duly authorized representative of a person holding a superior position.
- (9) "Employee" means an individual drawing a salary from a municipality, whether elected or not, and any non-salaried individual performing personal services for any municipality.
- (10) "May" means permissive.
- (11) "Municipality" means the individual cities and towns of the state of Rhode Island.
- (12) "Negotiation" means contracting by either of the methods described in §§ 45-55-6, 45-55-7, and 45-55-8.
- (13) "Person" means any business, individual, organization, or group of individuals.
- (14) "Procurement" means the purchasing, buying, renting, leasing, or otherwise obtaining of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (15) "Purchasing officer" means the person designated in each municipality or quasi public agency pursuant to section 45-55-3.
- (16) "Regulations" means rules and regulations adopted by the individual cities or towns, concerning the implementation of the provisions of this chapter.

(17) "Services" means the rendering, by a contractor, of its time and effort rather than the furnishing of a specific end product, other than reports which are merely incidental to the required performance of services. "Services" does not include labor contracts with employees of governmental agencies.

(18) "Shall" means imperative.

(19) "Supplemental agreement" means any contract modification which is accomplished by the mutual action of the parties.

(20) "Supplies" means all property, including, but not limited to, leases of real property, printing and insurance, except land or permanent interest in land.

#### **45-55-5. Competitive sealed bidding.**

(a) Contracts exceeding the amount provided by 45-55-9 shall be awarded by competitive bidding unless they are professional engineering/architectural services pursuant to 45-55-8.1 and it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is practicable shall include whether:

- (1) Specifications can be prepared that permit award on the basis of either the lowest qualified bid price or the lowest qualified evaluated bid price; and
  - (2) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.
- (b) The invitation for bids shall state whether award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective measurable criteria to be utilized shall be stated in the invitation for bids, if available.
- (c) Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date stated in the notice for the opening of bids. Notice may include publication in a newspaper of general circulation in the state as determined by the purchasing officer for the municipality not less than seven (7) days nor more than twenty-one (21) days before the date set for opening of the bids. The purchasing officer may make a written determination that the twenty-one (21) day limitation needs to be waived. The written determination shall state the reason why the twenty-one (21) day limitation is being waived and shall state the number of days, giving a minimum and maximum, before the date set for the opening of bids when public notice is to be given.
- (4) Bids shall be opened publicly in full view of the public at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and an abstract made available for public inspection. Subsequent to the awarding of the bid, all documents pertinent to the awarding of the bid shall be made available and open to public inspection and retained in the bid file.
- (5) The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price, or lowest evaluated or responsive bid price.
- (6) Correction or withdrawal of bids may be allowed only to the extent permitted by regulations issued by the purchasing officer.

#### **45-55-5.1. Business exempt.**

The North Kingstown Bus Contractors Association and the Scituate School Bus Owners Club shall be exempt from the provisions of this chapter.

#### **45-55-5.2. Town of North Smithfield - Exemption.**

The town of North Smithfield is exempt from the provisions of this chapter with regard to the contracting for fire and rescue services with the Primrose Volunteer Fire Department and/or North Smithfield Fire Department and/or their respective successors and assigns.



#### **45-55-6. Competitive negotiation.**

- (a) When, under regulations adopted by the city or town council, the purchasing agent determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in 45-55-8, 45-55-9, and 45-55-10 a contract may be awarded by competitive negotiation.
- (b) Adequate public notice of the request for proposals shall be given in the same manner as provided in 45-55-5(c).
- (c) Contracts may be competitively negotiated when it is determined, in writing, by the purchasing agent that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which:
  - (1) Each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
  - (2) The negotiated price is lower than the lowest rejected bid by any competitive bidder; and
  - (3) The negotiated price is the lowest negotiated price offered by a competitive offeror.
- (d) The request for proposals shall indicate the relative importance of price and other evaluation factors.
- (e) Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the municipality taking into consideration price and the evaluation factors set forth in the request for proposals.
- (f) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined, in writing, to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:
  - (1) With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or
  - (2) Where time of delivery or performance will not permit discussions; or
  - (3) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

#### **45-55-7. Negotiations after unsuccessful competitive sealed bidding.**

- (a) In the event that all bids submitted pursuant to competitive sealed bidding under 45-55-5 result in bid prices in excess of the funds available for the purchase, and the purchasing officer determines in writing:
  - (1) That there are no additional funds available from any source so as to permit an award to the lowest responsive and responsible bidder, and
  - (2) The best interest of the municipality will not permit the delay attendant to a re-solicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in 45-55-5, then a negotiated award may be made as stated in subsection (b) or (c) of this section.
- (b) Where there is more than one bidder, competitive negotiations pursuant to 45-55-6, shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing, to be the lowest responsive and responsible bidders to the competitive sealed bid invitation. Competitive negotiations shall be conducted under the following restrictions:
  - (1) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in the discussions; or

(2) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible offeror.

(c) When after competitive sealed bidding, it is determined in writing, that there is only one responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with 45-55-8.

#### **45-55-8. Sole source procurement and emergency procurements.**

(a) A contract may be awarded for a supply, service, or construction item without competition when, under published regulations, the purchasing officer determines, in writing, that there is only one source for the required supply, service, or construction item.

(b) Notwithstanding any other provision of this chapter, the purchasing agent may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions as defined in regulations or where the procurement will be in the best interest of the city as established by properly promulgated rules and regulations; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency, and for the selection of the particular contractor, shall be included in the contract file.

#### **45-55-8.1. Qualification based selection of architects and engineers.**

When the purchasing agent determines that the city or town needs the services of a professional architect or engineer, the purchasing agent shall follow the qualification based selection process for the procurement of architectural and engineering consulting services.

#### **45-55-9. Small purchases.**

Procurements, not to exceed an aggregate amount of ten thousand dollars (\$10,000) for construction and five thousand dollars (\$5,000) for all other purchases may be made in accordance with small purchase regulations promulgated by the municipality. These amounts shall be increased or decreased annually hereafter at the same rate as the Boston Regional Consumer Price Index. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. A municipality may further reduce the aggregate purchase amount, as provided for in this section by ordinance.

#### **45-55-10. Cancellation of invitation for bids and requests for proposals.**

An invitation for bids, a request for proposals, or other solicitation may be canceled, or all bids or proposals rejected, if it is determined, in writing, that such action if taken is not in the best interest of the municipality and approved by the chief purchasing officer.

#### **45-55-11. Responsibilities of bidders and offerors.**

(1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance with regulations issued by the municipality.

A reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a bidder or offeror to promptly supply information in connection with a reasonable inquiry may be grounds for a determination of non-responsibility with respect to a bidder or offeror.

(2) Except as otherwise provided, by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the purchasing department administering the contract without prior written consent of the bidder or offeror.

#### **45-55-12. Prequalification of contractors - General.**

The municipality may provide for prequalification of suppliers as responsible prospective contractors for particular types of supplies, services, and construction. Municipalities which choose to provide for prequalification of suppliers shall adopt regulations for prequalification in the same manner provided for in the adoption of ordinances in the manner provided for in the legislative or home rule charter of the municipality. Solicitation mailing lists of

potential contractors of supplies, services, and construction shall include but need not be limited to prequalified contractors. Prequalification shall not foreclose a written determination:

- (1) Between the time of the bid opening or receipt of offers and the making of an award, that a prequalified supplier is not responsible; or
- (2) That a supplier who is not prequalified at the time of bid opening or receipt of offers is responsible.

**45-55-13. Exclusion of state mandated costs.**

The provisions of 45-13-7 through 45-13-10 do not apply to this section.

**45-55-13.1. Exclusion of multi-cities or towns insurance corporations and cooperative risk management programs.**

The provisions of this chapter shall not apply to entities organized pursuant to section 45-5-20.1. Those entities are exempt from all of the provisions of this chapter.

**45-55-13.2. Exclusion of multi-cities or towns energy aggregation programs.**

The provisions of this chapter do not apply to entities organized for the purpose of negotiating the purchase of electric power pursuant to § 39-3-1.1, or energy or energy related services. Those entities are exempt from all provisions of this chapter.

**45-55-13.3. Exclusion of multi-school district combined purchasing consortia.**

The provisions of this chapter do not apply to purchases and contracts entered into by those consortia established pursuant to § 16-2-9.2, and such entities shall be exempt from all provisions of this chapter.

**45-55-14. Staff consultants.**

The procurement of the service of an attorney, physician or dentist by a municipality, is exempt from the provisions of this chapter.

**45-55-15. Severability.**

If any one or more sections, clauses, sentences or parts of this chapter are for any reason be adjudged unconstitutional or otherwise invalid in any court, that judgment shall not affect, impair or invalidate the remaining provisions of this chapter but shall be confined in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this chapter in any one or more instances or circumstances shall not be taken to affect or prejudice in any way its applicability or validity in any other instance.

**45-55-16. Prohibition against the use of lead based paints.**

When purchasing paint products or contracting or subcontracting for painting, construction, improvement, completion, or repair of any public buildings, public road, public bridge, or public construction, all municipalities, as defined by 45-55-4(11), shall be prohibited from the use of lead based paint.

**45-55-17. Penalties.**

Any person who knowingly and intentionally violates any provision of this chapter shall be subject to a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500), or by imprisonment for not more than one year, or both.

**Attachment B**

**EPA Disadvantaged Business Enterprise (DBE) Program – DBE Forms**

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Attachment C**

**Good Faith Efforts to Achieve DBE Participation**

# Good Faith Efforts

## What is the Purpose of the Good Faith Efforts?

The Good Faith Efforts are methods employed by all EPA financial assistance agreement recipients to ensure that disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds.

## What Are the Good Faith Efforts?

- ❖ Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- ❖ Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- ❖ Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- ❖ Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- ❖ Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- ❖ If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

## What are the New Contract Administration Provisions?

When the DBE rule goes into effect, there are a number of new provisions designed to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- ❖ A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- ❖ A recipient must be notified in writing by its prime contractor prior to any



termination of a DBE subcontractor for convenience by the prime contractor.

- ❖ If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the Six Good Faith Efforts if soliciting a replacement subcontractor.
- ❖ A recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

### **What are the New Forms Associated With the New Contract Administration Provisions?**

EPA Form 6100-2 - DBE Program Subcontractor Participation Form. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have.

EPA Form 6100-3 - DBE Program Subcontractor Performance Form. This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.

EPA Form 6100-4 – DBE Program Subcontractor Utilization Form. This form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

<b>Form</b>	<b>Requirement</b>	<b>Provided By</b>	<b>Completed By</b>	<b>Submitted To</b>
EPA Form 6100-2	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	EPA DBE Coordinator
EPA Form 6100-3	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Recipients as part of bid or proposal package
EPA Form 6100-4	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	Recipients as part of bid or proposal package

**Attachment D**

**State of Rhode Island Minority Business Enterprise Utilization Plan**



**State of Rhode Island  
 Division of Equity, Diversity, and Inclusion (DEDI)  
 Minority Business Enterprise Compliance Office  
 Minority Business Enterprise Utilization Plan**

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

Representative's Name who administers MBE Program: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Project Location: \_\_\_\_\_

Bid or Project #: \_\_\_\_\_ Date Bid Opened: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Value: \_\_\_\_\_ MBE % Assigned: \_\_\_\_\_

Total # of All Subcontractors/Suppliers used: \_\_\_\_\_ # of MBE Subcontractors/Suppliers used: \_\_\_\_\_

**List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:**

<b>Subcontractor / Supplier</b>	<b>Dollar Award</b>	<b>Scope/Description of Work</b>	<b>RI Certified M/WBE Yes/No</b>

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the good and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8253. The directory of all certified MBE firms is also located at [www.mbe.ri.gov](http://www.mbe.ri.gov).

Signature of Authorized Agent of Business: \_\_\_\_\_ Date: \_\_\_\_\_

**Send Completed Form to:**  
**Kate Constance Brody, Esq. Administrator – MBE Compliance Office**  
**Division of Equity, Diversity, and Inclusion (DEDI)**  
**Minority Business Enterprise Compliance Office**  
**One Capitol Hill, 3rd Floor**  
**Providence, RI 02908**  
**Phone: (401) 574-8670**  
**Kate.Brody@doa.ri.gov**

**Attachment E**

**Office of Diversity, Equity, and Opportunity  
Minority Business Enterprise Project Reporting Form**



**Office of Diversity, Equity and Opportunity (ODEO)**  
**MBE Compliance Office**  
**1 Capitol Hill, 3<sup>rd</sup> Floor**  
**Providence, RI 02908**

**(401) 574-8670**  
[www.mbe.ri.gov](http://www.mbe.ri.gov)

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

**Contractor/Vendor Name:**

**Project Name & Location:**

**Original Prime Contract Amount: \$ \_\_\_\_\_ Current Prime Contract Amount: \$ \_\_\_\_\_ % Complete: \_\_\_\_\_**

<b>MBE/WBE Subcontractor</b>	<b>Original Contract Amount</b>	<b>Change Orders</b>	<b>Revised Contract Value</b>	<b>% Completed To Date</b>	<b>Amount Paid To Date</b>	<b>Amount Due</b>	<b>Retainage %</b>	<b>Retainage Amount</b>	<b>Explanation</b>

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Notary Certificate:

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

**Attachment F**

**State Revolving Fund Sign**

THIS PROJECT IS FUNDED BY THE



# STATE REVOLVING FUND

JOINTLY ADMINISTERED BY THE

**Rhode Island  
Infrastructure Bank**

Vahid Ownjazayeri  
Chair

Jeffrey R. Diehl  
Executive Director



**State of Rhode Island  
Department of Health**

Daniel J. McKee  
Governor

Dr. Utpala Bandy,  
MD, MPH, Interim Director-  
RIDOH



*"Dedicated To Protecting And Preserving Our State's Most Important Resource...Clean Water"*



THIS PROJECT IS FUNDED BY THE

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Chair**

**Jeffrey R. Diehl  
Executive Director**



**State of Rhode Island  
Department of Health**

**Daniel J. McKee  
Governor**

**Dr. Utpala Bandy,  
MD, MPH, Interim Director-  
RIDOH**



*"Dedicated To Protecting And Preserving Our State's Most Important Resource...Clean Water"*

Black

Navy Blue

Black

Green &  
Navy Blue

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Navy Blue

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Navy Blue

8'



THIS PROJECT IS FUNDED BY THE

# STATE REVOLVING FUND

JOINTLY ADMINISTERED BY THE

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Chair

Jeffrey R. Diehl  
Executive Director



**State of Rhode Island  
Department of Health**

Daniel J. McKee  
Governor

Dr. Utpala Bandy,  
MD, MPH, Interim Director-  
RIDOH



*"Dedicated To Protecting And Preserving Our State's Most Important Resource...Clean Water"*

4'

5"

2"

4"

5"

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3"

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3"

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4"

2"

3"

**Attachment G**

**Davis Bacon Wage Rates/Questionnaire**

"General Decision Number: RI20240001 03/22/2024

Superseded General Decision Number: RI20230001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/23/2024
3	03/08/2024
4	03/22/2024

ASBE0006-006 09/01/2023

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 48.15	34.84

ASBE0006-008 09/01/2023

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 48.15	34.84

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRII0003-001 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 46.86	29.14

BRII0003-002 09/01/2022

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 46.54	30.34

BRII0003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 38.78	29.61

CARP0330-001 01/01/2024

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 43.63	30.25



Diver Tender.....	\$ 44.88	30.25
DIVER.....	\$ 57.03	30.25
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 44.88	30.25

FOOTNOTES:

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

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

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

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

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 CARP1121-002 01/02/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.54	30.73

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 ELEC0099-002 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 48.61	50.44%
Teledata System Installer.....	\$ 36.46	11.59%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

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

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 ELEV0039-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.36	37.335+a+b

FOOTNOTES:

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

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

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 \* ENGI0057-001 11/01/2023

Rates Fringes

Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)

GROUP 1.....	\$ 41.95	29.75
GROUP 2.....	\$ 39.95	29.75
GROUP 3.....	\$ 35.23	29.75
GROUP 4.....	\$ 38.93	29.75
GROUP 5.....	\$ 38.93	29.75
GROUP 6.....	\$ 34.65	29.75
GROUP 7.....	\$ 28.65	29.75
GROUP 8.....	\$ 34.20	29.75
GROUP 9.....	\$ 43.17	29.45

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

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\* ENGI0057-002 11/01/2023

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 41.95	29.75
GROUP 2.....	\$ 39.95	29.75
GROUP 3.....	\$ 35.23	29.75
GROUP 4.....	\$ 38.93	29.75
GROUP 5.....	\$ 38.93	29.75
GROUP 6.....	\$ 34.65	29.75
GROUP 7.....	\$ 28.65	29.75
GROUP 8.....	\$ 34.20	29.75
GROUP 9.....	\$ 34.28	29.75

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 46.07	29.75
GROUP 2.....	\$ 44.07	29.75
GROUP 3.....	\$ 42.60	29.75
GROUP 4.....	\$ 39.85	29.75
GROUP 5.....	\$ 37.00	29.75
GROUP 6.....	\$ 43.15	29.75
GROUP 7.....	\$ 42.72	29.75
GROUP 8.....	\$ 40.04	29.75

a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

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IRON0037-001 09/16/2023

	Rates	Fringes
IRONWORKER.....	\$ 40.00	32.58

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LAB00271-001 11/27/2022

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.50	26.85
GROUP 2.....	\$ 35.75	26.85
GROUP 3.....	\$ 36.25	26.85
GROUP 4.....	\$ 36.50	26.85
GROUP 5.....	\$ 37.50	26.85
LABORERS CLASSIFICATIONS		

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

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LAB00271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 55.40	24.15
Group 2.....	\$ 52.93	24.15
Group 3.....	\$ 42.45	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Free Air		
Group 1.....	\$ 46.00	24.15
FREE AIR		
Group 2.....	\$ 43.05	24.15
Free Air		
Group 2.....	\$ 45.00	24.15
FREE AIR		
Group 3.....	\$ 40.50	24.15
Free Air		
Group 3.....	\$ 42.45	24.15
LABORER		
Group 1.....	\$ 35.50	24.85
Group 2.....	\$ 35.75	24.85
Group 3.....	\$ 36.50	24.85
Group 4.....	\$ 29.00	24.85
Group 5.....	\$ 37.50	24.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 41.50	24.15
Top Man & Laborer.....	\$ 35.60	24.15
TEST BORING		
Driller.....	\$ 41.95	24.15
Laborer.....	\$ 41.95	24.15

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson, top

person on iron

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

#### LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

#### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

#### LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

#### LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person,

rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

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

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 PAIN0011-005 06/01/2023

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 37.62	22.85
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 39.62	22.85
Spray, Sand & Water Blasting.....	\$ 40.62	22.85
Taper.....	\$ 38.37	22.85
Wall Coverer.....	\$ 38.12	22.85

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 PAIN0011-006 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

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 PAIN0011-011 06/01/2023

	Rates	Fringes
Painter (Bridge Work).....	\$ 56.25	23.45

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 PAIN0035-008 06/01/2011

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

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 PLAS0040-001 01/01/2024

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.00	29.10

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

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 PLAS0040-002 01/01/2024



HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.45	25.30
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PLAS0040-003 01/01/2024		

	Rates	Fringes
PLASTERER.....	\$ 43.65	29.43
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PLUM0051-002 08/28/2023		

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 50.59	32.75
-----		
ROOF0033-004 12/01/2023		

	Rates	Fringes
ROOFER.....	\$ 43.80	30.31
-----		
SFRI0669-001 01/01/2024		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	32.85
-----		
SHEE0017-002 12/01/2020		

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.58	36.73
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TEAM0251-001 05/01/2023		

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.71	34.602+A+B
GROUP 2.....	\$ 29.86	34.602+A+B
GROUP 3.....	\$ 29.91	34.602+A+B
GROUP 4.....	\$ 29.96	34.602+A+B
GROUP 5.....	\$ 30.06	34.602+A+B
GROUP 6.....	\$ 30.46	34.602+A+B
GROUP 7.....	\$ 30.66	34.602+A+B
GROUP 8.....	\$ 30.16	34.602+A+B
GROUP 9.....	\$ 30.41	34.602+A+B
GROUP 10.....	\$ 30.21	34.602+A+B

FOOTNOTES:

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

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

vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

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

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**Attachment H**

**Debarment & Suspension (Executive Order 12549) and Certification**

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

**Source:** The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

**Sec. 3.** Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**Sec. 4.** There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

**Sec. 5.** The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

**Sec. 6.** The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

**Sec. 7.** The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

### **Implementation in the SRF Programs**

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

### **Additional References**

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.



**CERTIFICATION REGARDING DEBARMENT & SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

In accordance with the Executive Order 12549, the prospective primary participant 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

\_\_\_\_\_  
Name and Title of Authorized Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

**Attachment I**

**EPA American Iron and Steel Memorandum**



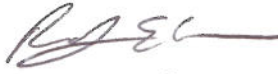
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

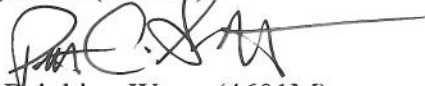
MAR 20 2014

OFFICE OF WATER

**MEMORANDUM**

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,  
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director   
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director   
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors  
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

## Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

### **Project Coverage**

#### **1) What classes of projects are covered by the AIS requirement?**

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

#### **2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?**

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

#### **3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?**

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

#### **4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?**

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

**5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?**

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

**6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?**

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

**7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?**

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

**8) What if a project has split funding from a non-SRF source?**

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

**9) What about refinancing?**

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

**10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?**

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

**Covered Iron and Steel Products**

**11) What is an iron or steel product?**

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

**12) What does the term ‘primarily iron or steel’ mean?**

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

**13) Can you provide an example of how to perform a cost determination?**

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

**14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?**

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

**15) What is the definition of steel?**

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

**16) What does ‘produced in the United States’ mean?**

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the



material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

**17) Are the raw materials used in the production of iron or steel required to come from US sources?**

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

**18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?**

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

**19) What is the definition of ‘municipal castings’?**

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;  
Service Boxes;  
Steel Hinged Hatches, Square and Rectangular;  
Steel Riser Rings;  
Trash receptacles;  
Tree Grates;  
Tree Guards;  
Trench Grates; and  
Valve Boxes, Covers and Risers.

## **20) What is ‘structural steel’?**

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

## **21) What is a ‘construction material’ for purposes of the AIS requirement?**

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

## **22) What is not considered a ‘construction material’ for purposes of the AIS requirement?**

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?**

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

**24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?**

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

**Compliance**

**25) How should an assistance recipient document compliance with the AIS requirement?**

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

## **26) How should a State ensure assistance recipients are complying with the AIS requirement?**

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

## **27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?**

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov). More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

## **28) How do international trade agreements affect the implementation of the AIS requirements?**

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

### **Waiver Process**

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

### **Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

## Step-By-Step Waiver Process

### Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: [cwsrfwaiver@epa.gov](mailto:cwsrfwaiver@epa.gov). For DWSRF waiver requests, please send the application to: [dwsrfwaiver@epa.gov](mailto:dwsrfwaiver@epa.gov).

## Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

## Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at [dorfman.jordan@epa.gov](mailto:dorfman.jordan@epa.gov) or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134.

Attachments



## Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:               <ul style="list-style-type: none"> <li>— Description of the foreign and domestic construction materials</li> <li>— Unit of measure</li> <li>— Quantity</li> <li>— Price</li> <li>— Time of delivery or availability</li> <li>— Location of the construction project</li> <li>— Name and address of the proposed supplier</li> <li>— A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>• Waiver request was submitted according to the instructions in the memorandum</li> <li>• Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:               <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</li> </ul> </li> </ul>		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:               <ul style="list-style-type: none"> <li>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>— Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>• Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>		

## Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
<b>Cost Waiver Requests</b> <ul style="list-style-type: none"> <li>• Does the waiver request include the following information?               <ul style="list-style-type: none"> <li>– Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>– Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>– A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</li> </ul> </li> <li>• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Availability Waiver Requests</b> <ul style="list-style-type: none"> <li>• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested?               <ul style="list-style-type: none"> <li>– Supplier information or other documentation indicating availability/delivery date for materials</li> <li>– Project schedule</li> <li>– Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</li> </ul> </li> <li>• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?</li> <li>• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)</li> <li>• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include:               <ul style="list-style-type: none"> <li>– Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</li> <li>– Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</li> <li>– Correspondence with construction trade associations indicating the non-availability of the materials</li> </ul> </li> <li>• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

### **Appendix 3: Example Loan Agreement Language**

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

#### **Appendix 4: Sample Construction Contract Language**

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of \_\_\_\_\_ (“Purchaser”) and the \_\_\_\_\_ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**Attachment J**

**Rhode Island Certified Prevailing Wage Daily Log**





**Attachment K**

**EPA Memorandum “Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs”**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

OFFICE OF WATER

**MEMORANDUM**

**SUBJECT:** Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs

**FROM:** Kiri Anderer, P.E., Acting Associate Branch Chief  
Infrastructure Branch, OGWDW

**KIRSTEN  
ANDERER**

Digitally signed by KIRSTEN  
ANDERER  
Date: 2020.12.11 07:55:52  
-05'00'

Michael Deane, Branch Chief  
State Revolving Fund Branch, OWM

**MICHAEL DEANE**

Digitally signed by MICHAEL  
DEANE  
Date: 2020.12.11 17:56:38 -05'00'

**TO:** SRF Branch Chiefs  
Regions 1-10

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at [2 CFR 200.216](#), *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of [Public Law 115-232](#). The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Applicability in the State Revolving Fund (SRF) Programs**

Clean Water and Drinking Water SRF (CWSRF and DWSRF) programs may not expend equivalency funds for these products on or after August 13, 2020. States must ensure that equivalency assistance agreements include the telecommunications prohibition condition [provided by EPA's Office of Grants and Debarment](#) (OGD) in OGD's most recent EPA General Terms and Conditions. The condition must also be in construction contracts associated with equivalency assistance agreements.

There is no exhaustive list of components and services that fall under the prohibition. State SRF managers and local assistance recipients should exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

The prohibition also applies to the CWSRF administrative funds (if states are billing those costs to the federal CWSRF capitalization grant) and the four DWSRF set-asides. States should be mindful of items such as cell phones, computers, and mobile WiFi routers or hotspots funded by those accounts.

If you have questions on the implementation of this grant condition, please contact Michael Deane at [Deane.Michael@epa.gov](mailto:Deane.Michael@epa.gov) or Kiri Anderer at [Anderer.Kirsten@epa.gov](mailto:Anderer.Kirsten@epa.gov).

**SECTION 15100  
COLD WATER METERS, ABSOLUTE ENCODER REGISTERS,  
AND METER INTERFACE UNITS**

**PART 1 GENERAL**

1.1 WORK INCLUDED

- A. Furnish and deliver new cold-water meters, absolute encoders, and radio frequency (RF) meter interface units (MIUs) for the replacement of existing hardware. Meters shall be of various size from 5/8-inch to 2-inch.
- B. Owner is the City of East Providence Water Utilities Division. Customers refer to the individual customer accounts serviced by the water department.

1.2 REFERENCE

- A. AWWA Standard C700 – Cold Water Meters – Displacement Type
- B. AWWA Standard C707 – Encoder-Type Remote-Registration Systems for Cold-Water Meters
- C. AWWA Manual M6 Water Meters – Selection, Installation, Testing, and Maintenance
- D. NSF/ANSI 61 – Drinking Water Systems – Health Effects
- E. NSF/ANSI 372 – Safe Drinking Water Act

1.3 SUBMITTALS

- A. Transmit each submittal with Engineer-accepted form.
- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, subcontractor or supplier, and pertinent specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to Engineer via email or other appropriate means as agreed upon at project start-up. Coordinate submission of related items.
- F. Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed work.

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- G. Provide space for Contractor and Engineer review stamps.
- H. Revise and resubmit submittals as required, identifying all changes made since previous submittal.
- I. Refer to Section 01010 - General Description of Work for additional requirements.

**PART 2 PRODUCTS**

**2.1 WATER METERS - GENERAL**

- A. All cold water meters shall be new and unused and of new construction. Meters and meter parts shall be manufactured, assembled, and tested within the United States.
- B. All cold water meters shall be produced from an ISO 9001 certified manufacturing facility and shall conform to AWWA Standard C700 – Cold Water Meters – Displacement Type. All meters shall meet or exceed the accuracy requirements specified in AWWA C700.
- C. All cold water meters shall comply with NSF/ANSI 61 and NSF/ANSI 372.
  - 1. Meters shall be manufactured of “lead free” alloy as defined by NSF/ANSI 61 and NSF/ANSI 372.
  - 2. Manufacturer shall provide a copy of a letter from NSF International, on NSF letterhead, documenting compliance with NSF/ANSI 61 and NSF/ANSI 372.
- D. Meter battery life shall be guaranteed (with warranty provided) to a minimum of 10 years of continuous operation. Warranty shall commence upon date of installation.
- E. Meters shall be guaranteed for a minimum of one year on material and workmanship. Registers shall be guaranteed for a minimum of ten years from date of installation.
- F. Manufacturer shall warrant their meter meets or exceeds AWWA C700 accuracy standards and each shipment of meters shall be accompanied by factory test data certifying their accuracy at the flows required by AWWA C700.
- G. Water meter registers shall read flow in units of cubic feet.

**2.2 DISPLACEMENT TYPE METERS**

- A. General
  - 1. Meters shall be Neptune T-10 (5/8-inch to 2-inch), as manufactured by Neptune Technology Group, Inc. of Tallassee, AL, to conform to East Providence Water Utilities Division standards. Neptune T-10 meters are magnetic-driven, positive displacement meters of the flat nutating disc type.

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**B. Dimensional Requirements**

1. The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 (latest revision). The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision.

**C. Meter Maincase**

1. The meter maincase and cover shall be cast from NSF/ANSI 61 and NSF/ANSI 372 certified lead free alloy containing a minimum of 85% copper. The serial number should be stamped between the inlet or outlet port of the maincase and the register. Maincase markings shall be cast raised and shall indicate size, model, direction of flow, and NSF/ANSI 61 certification. Plastic maincases are not acceptable.
2. Maincases for 5/8", 3/4", and 1" meters shall be of the removable bottom cap type with the bottom cap secured by stainless steel bolts, nuts, and washers. Intermediate meter maincases shall also be made of the same lead free brass material in sizes up to 2" with a cover secured to the maincase with stainless steel bolts. Meters with a frost plug, a screw-on design, or no bottom cap shall not be accepted in 5/8"- 1" sizes. The 5/8" meters shall have a synthetic polymer or cast iron bottom cap option.
3. All lead free maincases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.
4. All meters shall be adaptable to a field programmable absolute encoder register without interruption of the customer's service.
5. All maincase bolts shall be Type 316 stainless steel to prevent corrosion.

**D. Direct Read Standard Register**

1. The register shall be of the straight reading sealed magnetic drive type and shall contain six (6) numeral wheels. Registers shall provide a minimum of 8-digit meter reading and shall encode to the eight most significant digits of the meter reading for transmission through the RF module. Meter display units shall be coordinated with Owner.
2. Registers shall be roll sealed and dry. All direct reading register cups shall be copper to prevent corrosion and be covered with a high strength, impact resistant flat glass lens to prevent breakage. The lens shall be positioned above the register box to allow for runoff of debris. The register lid shall overlap the register box to protect the lens. The register shall be designed to remain fog-free. The register retaining ring shall be designed to absorb impact from the register. Register boxes and lids shall be of high-strength synthetic polymer or approved equivalent. All registers shall have the size, model and date of manufacture stamped on the dial face.

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3. The register shall contain a low flow indicator with a 1:1 ratio to disc nutations to provide leak detection. The mechanical low flow indicator dial shall be of the center sweep type with 100 equally divided gradations at its periphery.
4. Registers shall be secured to the maincase by means of a plastic tamper-proof seal to allow for inline service replacement. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.
5. Registers shall be guaranteed for at least ten (10) years. All meters will be guaranteed for one (1) year on material and workmanship.
6. Registers shall be compatible with RF module for off-site meter reading. The processor chip in the register shall have the ability to be programmed an unlimited number of times with a minimum of ten (10) digits using an AMR handheld unit. The register shall have the ability to be reprogrammed by Owner at any time.

E. Measuring Chamber

1. The measuring chamber shall be of a two-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer.
2. The control block shall be the same material as the measuring chamber and be located on the top of the chamber. The control block shall be located after the strainer.
3. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" ring gasket.
4. The flat nutating disc shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located within the disc slot. The thrust roller head shall roll on the buttressed track provided by the diaphragm.
5. The chamber shall be warranted for ten (10) years against freeze damage if the meter has been equipped with a frost proof cast iron or synthetic polymer bottom cap.

F. Strainers

1. All meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the maincase inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the maincase. Straps or other types of fasteners shall not be accepted.

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G. Performance

1. To ensure accuracy, each meter shall be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.

All meters shall be warranted as follows:

Size	Low Flow	Low Flow New Meter Accuracy	Low Flow Repaired Meter Accuracy
5/8"	1/8 gpm @ 95%	5 yrs or 500,000 gallons	15 yrs or 1,500,000 gallons
3/4"	1/4 gpm @ 95%	5 yrs or 750,000 gallons	15 yrs or 2,250,000 gallons
1"	3/8 gpm @ 95%	5 yrs or 1,000,000 gallons	15 yrs or 3,000,000 gallons
1 1/2"	3/4 gpm @ 95%	2 yrs or 1,600,000 gallons	12 yrs or 5,000,000 gallons
2"	1 gpm @ 95%	2 yrs or 2,700,000 gallons	12 yrs or 8,000,000 gallons

Normal meter operating range shall be as follows:

Size	Accuracy Range ± 1.5%
5/8"	1/2 - 20 gpm
3/4"	3/4 - 30 gpm
1"	1 - 50 gpm
1 1/2"	2 - 100 gpm
2"	2 1/2" - 160 gpm

H. Manufacturer

1. Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter register, chamber, and maincase is manufactured in the United States.
2. Manufacturers shall have a minimum of fifteen (15) years of field and production experience with all sizes and models quoted.
3. Manufacturers shall provide only one (1) model of meter which complies with these specifications. Suppliers must have been manufacturing meters for at least one hundred (100) years.



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I. System Guarantee

1. All meters shall be guaranteed upgradeable to the following Neptune systems without interruption of the customer's service.

ProRead™ (ARB® VI) AutoDetect Absolute Encoder  
E-CODER® (ARB VII) Solid State Absolute Encoder  
R900®

FLOSEARCH® II  
TRICON/E®3  
TRICON®  
ProCoder™

J. Remote Capability Options

1. All meters shall be equipped with encoder remote registers per AWWA C707 and meet all AWWA C700 performance standards.

2.3 ABSOLUTE ENCODER REGISTERS

A. General

1. Encoders shall be Neptune E-CODER solid state absolute encoder register, as manufactured by Neptune Technology Group, Inc. of Tallassee, AL to conform to City of East Providence Water Utilities Division standards.

B. Encoder Register Unit - Registration

1. The register shall provide at least a nine-digit visual registration at the meter.
2. The register shall provide an eight-digit meter reading for transmission through the radio frequency (RF) meter interface unit.
3. The dial shall have a high resolution nine-digit LCD display for meter testing.
4. The register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF meter interface unit.
5. The register shall provide reverse flow detection, communicated as ASCII format data to the RF meter interface unit.
6. Reverse flow detection shall be calculated based on 15-minute interval consumption.

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7. The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF meter interface unit.
8. The meter manufacturer shall guarantee that the reading obtained electronically matches the LCD odometer reading on the register.
9. The register should accumulate and register consumption without connecting to a receptacle or meter interface unit.
10. The register shall display flow rate information.
11. The register shall subtract reverse flow from the total registration.

C. Mechanical Construction

1. The registers should be manufactured in two different versions; one for inside set application and one for pit set.

D. Inside Set Version

1. The unit shall be constructed of high-strength polycarbonate and possess a hermetic sonic weld seal. Registers for inside set applications should be oil-free designs.
2. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof seal pin shall be used to secure the register to the maincase.
3. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.
4. Provision shall be made in the register for the use of seal wires to further secure the register.
5. Terminal screws shall be accessible on the register for transmission wire connection. A permanently potted wire connection shall be available for pit set meters applications.

E. Pit Set Version

1. The unit shall be constructed in a roll-sealed copper shell and glass lens assembly.
2. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof seal pin shall be used to secure the register to the maincase.
3. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.

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4. Provision shall be made in the register for the use of seal wires to further secure the register.
5. Terminal connections shall be permanently potted so that the terminal cover cannot be removed.

F. Electrical Construction

1. The solid-state absolute encoder register shall incorporate an Application Specific Integrated Circuit (ASIC) and firmware designed to verify accurate measurement, information transmission, and data integrity.
2. Connection shall be made to the register by three screw-type terminals sonically inserted into the register top. Access to the terminals shall be available to all models of register with the exception of a permanently potted version. A port cover shall be provided to cover the terminals after they have been wired.

G. Meter Reading Information

1. The solid-state absolute encoder register shall provide to the reading equipment an eight-digit meter reading. An identification number of up to 10 digits shall be provided with each reading when read using a probed reading device.
2. The solid-state absolute encoder register shall provide additional value-added information remotely when connected to a RF meter interface (i.e. detailed leak detection data, days of leak state, days of no consumption, and back flow indication). This information shall be communicated through the encoder protocol and RF meter interface to the route management software to allow the seamless integration of data into a CIS package.

H. Remote Receptacle – Mechanical Construction

1. Where indicated, a remote receptacle shall be provided for attachment to a pit meter lid with another unit also designed for attachment by wall mounting.
2. The materials employed shall be corrosion resistant, resistant to ultraviolet degradation, unaffected by rain or condensation, and compatible with rugged service and long life.
3. The pit receptacle shall be mounted in a single 1<sup>3</sup>/<sub>4</sub>" hole in the pit lid while not extending more than 4<sup>1</sup>/<sub>2</sub>" into the pit.
4. The pit-mounted receptacle shall be provided with a minimum length of six feet of wire connected and sealed at the receptacle without terminal exposure.
5. The remote receptacle shall not contain a battery unless it is a RF meter interface.

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2.4 RADIO FREQUENCY (RF) METER INTERFACE UNITS (MIU)

A. General

1. Radio-frequency (RF) meter interface units (MIUs) shall be Neptune R900 system endpoint, as manufactured by Neptune Technology Group, Inc. of Tallassee, AL, to conform to City of East Providence Water Utilities Division standards.
2. Meters connected to RF MIUs shall collect meter usage from encoder meter register and transmit the meter reading and a unique ID number to the data collection device.
3. The MIUs shall be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device per the City's existing fixed network AMI system. They shall be compatible with encoder registers using either Neptune ProRead / E-CODER<sup>®</sup> protocol or Sensus-protocol (UI-1203). MIUs shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field. The same RF MIUs shall be capable of being read by a walk-by handheld computer equipped with a RF receiver, a mobile system with an RF receiver mounted in a vehicle, and a fixed network data collection system. This shall allow an easy migration between the three-meter reading systems without any change to the MIU devices or revisiting the site.
4. The MIU shall log 96 days of hourly consumption data, available for retrieval via RF activation from the handheld or mobile data collection device.
5. The MIUs shall be attached to new meters or shall retrofit to existing meters in the field where they are proposed to remain in service. The MIUs shall be manufactured in both wall and pit models. The wall MIU shall have the ability to be mounted in a basement or on the outside of a house. The pit MIU shall have the ability to be mounted in a pit or an underground vault and offer an optional through-the-pit lid antenna. The wall and pit MIUs shall have a fully-potted, submersible design. In general, new MIUs will be installed at the location of existing MIUs unless otherwise directed by Owner or Engineer.

B. Physical / Mechanical Requirements

1. Wall Unit

- a. The MIU housing shall be constructed of a polycarbonate plastic compound and be capable of mounting both indoors and outdoors on a wall or pole or attached directly to the meter. The device shall be water resistant and capable of exposure to spray and splash. The device shall be able to withstand a 200-hour salt fog test as specified in the NEMA 4 standard.
- b. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- c. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) with operating humidity of 0 to 100% condensing.

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- d. The circuit board and the battery will be protected by a potting material.
- e. The unit shall retrofit to existing installations.
- f. The MIU device shall be protected against static discharge without loss of data per IEC 801-2, issue 2.

2. Pit Unit

- a. For pit or vault applications, the MIU antenna shall be designed to be installed through the industry standard 1 3/4" hole in the pit lid with no degradation of transmission range. The MIU antenna unit will be capable of mounting to various thicknesses of pit lids from 1/2" to 2 1/2".
- b. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) with operating humidity of 0 to 100% condensing.
- c. The range will not be affected when the pit is flooded.
- d. The circuit board and the battery will be protected by a potting material.
- e. The antenna shall be made of a metallic and polymer material to withstand traffic and shall have a dual seal connection to the MIU housing.
- f. The MIU device shall be protected against static discharge without loss of data per IEC 801-2, issue 2.

C. Operating Specifications

1. FCC Licensing and Certification

- a. The MIU shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.
- b. To minimize the potential for RF interference for other devices, the MIU shall transmit using the frequency hopping, spread spectrum technique comprised of alternating pseudo-random frequencies with the 902 MHz to 928 MHz unlicensed band.
- c. For ease of implementation, the System shall not require any special licensing, including licenses from the FCC. The System shall, therefore, operate in the 902 MHz to 928 MHz unlicensed band.
- d. The System shall be expandable at any time without getting authorization from the FCC.
- e. No wake-up tone shall be necessary.

2. Field and Installation Operations

- a. No MIU programming shall be necessary for installation.

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- b. The MIU shall be mounted per the manufacturer's installation instructions to ensure a reliable and quality installation throughout the life of the MIU.
- c. The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.
- d. The handheld reading equipment shall provide a test mode to verify proper operation as well as troubleshooting of the MIU on the AMI network by displaying the MIU ID number and latest meter reading.
- e. The MIU shall be capable of being received by a handheld receiver, mobile receiver, or fixed network data collector without special configuration, programming of operation modes, or re-manufacture.

3. Data Transport

- a. The MIU shall provide 8-digit reading resolution from encoded registers using either Neptune E-CODER® or Sensus UI-1203 protocol in mobile as well as AMI network data collection applications, simultaneously, without need for programming.
- b. The MIU shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.
- c. The MIU shall transmit readings from the encoder that are not older than 15 minutes.
- d. The MIU shall transmit the meter reading continuously at a predetermined transmission interval.
- e. The MIU shall transmit AMI network messages every 7 ½ minutes – standard. No programming shall be necessary to activate transmission of AMI network messages.
- f. Each AMI network message shall include capability to include 3-meter readings for redundancy to improve read success rates.
- g. The MIU shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.
- h. In the event of a cut wire, the MIU shall not send the last good read as this can lead to miss-billing. The MIU shall transmit a trouble code in lieu of the meter reading.
- i. Tamper – if wiring has been disconnected, a “non-reading” shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
- j. Each device shall have unique pre-programmed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer’s designation, and date of manufacture.
- k. The MIU shall transmit the encoder meter reading and a unique MIU ID number.

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- l. The MIU shall interface to encoder registers using Neptune ProRead, Neptune E-CODER<sup>®</sup> or Sensus UI-1203 communication protocol via a 3-conductor wire without need for special configuration to the MIU.
  - m. The MIU shall periodically transmit a packet that includes the register information such as register ID, register type, and other status information no less than weekly.
4. Operational Characteristics
- a. Power shall be supplied to the MIU by a lithium battery with capacitor.
  - b. The number of radio-based meter reads performed shall not affect the battery life.
  - c. The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
  - d. The battery shall be a fully potted component of the MIU with no external wires.
  - e. The vendor shall warrant that the MIUs shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years with prorating, as long as the MIU is working under the environmental and meter reading conditions specified.

2.5 CELLULAR ENDPOINTS

A. General

1. Neptune R900 cellular endpoints shall be used in a targeted deployment to read meters where new R900 v4 MIUs cannot be read by the existing advanced meter infrastructure (AMI) based on propagation study performed by the selected vendor.
2. Cellular endpoints shall integrate seamlessly with existing and new metering infrastructure and shall provide for a reliable and secure means of data transfer with encryption along the entire communication path from endpoint to the tower to the AMI core network.
3. Cellular endpoint shall be compact, ruggedized electronic device that is water resistant, designed to withstand harsh environmental conditions, and operate with other utility assets (fixed network endpoints, walk-up and drive-by endpoints, etc.).
4. Cellular endpoint shall be two-way capable, transmit time synchronized 15-minute interval data over a cellular network 4 times per day with a backup mobile reading method in the event of extended outage. Endpoint shall require no programming or configuration and shall be programmed and configured at the factory for transmitting at default, predetermined transmission intervals with only a battery swipe necessary to initiate operation. The endpoint shall feature an “auto-detect” feature that automatically scans and detects the appropriate register protocol, allowing a quick and error free installation.
5. Each cellular endpoint shall have its own unique 9-digit identification number that is included in each transmission. The identification number shall be permanent and not modifiable. Additionally, this unique identification number shall be included on the endpoint label in numeric and barcode form along with applicable FCC information, date of manufacture, and manufacturer’s designation.

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6. Cellular endpoints shall be suitable for both pit and wall installation. The pit endpoint shall work with any type of meter pit lid and have a through-the-lid, external antenna option for use with metal meter pit lids.
  7. Cellular endpoints shall be compatible with Neptune meter registers and registers using the Sensus UI-1203 protocol.
  8. Cellular endpoint shall not support a dual port option.
  9. Cellular endpoint shall have no restrictions for operating in close proximity of each other or other endpoints.
  10. Cellular endpoint shall operate within FCC Parts 15.247 and 27 regulations.
- B. Physical/Mechanical/Environmental Requirements
1. Cellular endpoint housing shall be construction of a polycarbonate plastic compound capable of mounting both indoors and outdoors on a wall or pole and in a pit.
  2. Cellular endpoint shall be able to operate under a metal meter pit lid with a through-the-lid antenna option.
  3. Cellular endpoint shall be a fully submersible, potted device that adheres to the IP68 standard.
  4. All electrical components shall be encapsulated in potting to protect from moisture and water intrusion.
  5. Circuit board and battery of the cellular endpoint shall be protected and encapsulated by potting material for reliability and operation in a submerged pit environment or from exposure to moisture.
  6. Endpoint shall withstand a 200-hour salt fog test as specified in the NEMA 4 standard.
  7. Endpoint shall be protected against static discharge without loss of data per IEC 1801-2, issue 2.
  8. Cellular endpoints shall be capable of operating in the following environmental conditions:
    - i. Operating temperature: -22 °F to +149 °F
    - ii. Storage temperature: -40 °F to +158 °F
    - iii. Operating humidity: 100% condensing
  9. Power to the endpoint shall be supplied by a lithium-thionyl-chloride D-cell battery and a hybrid layer capacitor with a 20-year life expectancy and shall not be removable or field replaceable.
  10. The cellular endpoint shall be labeled with manufacturer's name, model number, unique identification number, required FCC labeling, and date of manufacture. The label shall also include a bar code of the unique identification number.
  11. The external antenna for the pit endpoint shall be designed for installation through the industry standard 1-3/4" hole in the pit lid and shall be capable of mounting to various thickness of pit lids from 1/2" to 2-1/2".
  12. External antenna for the pit endpoint shall be made of a metallic and polymer material to withstand traffic and have a dual seal connection to the endpoint housing.
- C. Data Transmission and Storage
1. Cellular endpoint shall be configured from the factory to interrogate meter register for consumption and event data (continuous flow, intermittent flow, reverse flow) every 15 minutes. Endpoints shall not be capable of field configuration.
  2. The 15-minute interval data shall be transmitted to the head end software over the cellular network every 6 hours. At each transmit, the endpoint shall provide all 15-minute interval



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data collected since the last successful cellular transmit. Transmit schedule shall not be configurable.

3. Transmission schedule shall provide for a maximum elapsed time of no more than eight hours from when the meter is read to when the reading is available in the head end software.
4. The endpoint shall store up to 96 days of 15-minute consumption and event data.
5. In the event of network outage or failed cellular transmit to the head end software, the endpoint shall still interrogate the meter register, store the data, and track what has been successfully transmitted over the cellular network. The endpoint shall automatically backfill and data that has not been transmitted successfully to the head end software with the next successful cellular transmit.
6. The cellular endpoint shall support a mobile back-up message that automatically transmits every 30 seconds after 72 consecutive hours of failed cellular transmits. The endpoint shall stop transmitting the mobile messages after a successful cellular transmit and automatically backfill any data that has not been transmitted successfully to the head end software.
7. Cellular endpoints shall be supported by the FirstNet network for cellular data transmission. A 15-year cellular data transmission plan shall be provided.

D. Time Synchronization and System Commands

1. The cellular endpoint's clock shall be time-synchronized from the cellular network with every cellular transmission and provided an accuracy of +/- 1 second.
2. The cellular endpoint shall support remove, over-the-air firmware updates.

E. Leak and High Flow Detection

1. Cellular endpoint shall provide leak detection capability by monitoring each 15-minute consumption interval during a 24-hour period.
2. If all 15-minute intervals record water consumption, cellular endpoint shall report a Continuous Consumption event.
3. The cellular endpoint shall report an Intermittent Consumption event if 50 of the 96 intervals during a 24-hour period record water consumption..
4. The leak detection event data shall be provided to the head end software at least four times per day.

F. Backward Flow Detection

1. Cellular endpoint shall support backward/reverse flow detection and shall provide data to the head end software at least four times per day.
2. Cellular endpoint shall report a Minor Reverse Flow event when backward flow is detected between the minimum and maximum values, and shall report a Major Reverse Flow event when backward flow is detected above the maximum value.
3. Minimum value shall be equal to 1 reserve digit change of the 8<sup>th</sup> wheel on the odometer display and the maximum value shall be 100 times the minimum value.

G. Security, Tamper Detection and Prevention

1. Cellular endpoints shall support encryption along the entire communication route, from the

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endpoint to the cell tower to the network core.

2. Cellular endpoint shall provide a seal wire for tamper resistance of meter housing.
3. Cellular endpoint shall provide a unique error code for a tamper event that is transmitted to the head end software. The endpoint shall check for tamper with each 15-minute interrogation of the register and not clear the error code until the event has been resolved.

2.6 ANCILLARY MATERIALS

A. GENERAL

1. The Contractor shall furnish all equipment and incidentals required to replace existing meters, registers, and MIUs. This includes, but is not necessarily limited to, gaskets, cables, sealing wire, numbered seals, washers, wire and connectors, and other materials.

**PART 3 EXECUTION**

Not Applicable

END OF SECTION