

**Blackstone River Navigation System
Central Falls Enhancement Project Phase II**

Design, Construction and Maintenance Agreement

By and Between

Rhode Island Department of Transportation

And the

City of Central Falls

Amendment Three

AGREEMENT made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State) and the City of Central Falls (hereinafter the City).

WHEREAS, the State is the recipient of Local Public Agency funding from the United States Department of Transportation, administered through the Federal Highway Administration (hereinafter FHWA) under catalog of Federal Domestic Assistance Number 20.205; and

WHEREAS, the State of Rhode Island has approved the City's application for funding the Central Falls Enhancement Project Phase 2 (hereinafter the Project); and

WHEREAS, the State and the City previously executed a Project Agreement on July 22, 2003; followed by Amendment One on November 2, 2006 and Amendment Two on November 24, 2014; and

WHEREAS, the City agrees to be responsible for construction of the Project; and

WHEREAS, the Project will be implemented under the provisions established in the Federal-Aid Policy Guide of the FHWA; and

WHEREAS, the State has agreed to contribute Five Hundred Thousand Dollars (\$500,000); of this amount Eighty Percent (80%) or up to Four Hundred Thousand Dollars (\$400,000) is federally funded and Twenty Percent (20%) or up to One Hundred Thousand Dollars (\$100,000) is state funded; and

WHEREAS, \$449,950.00 in earmark funds have been obligated toward the project, with an unobligated reserve of \$50,000; and

WHEREAS, of that amount, \$4,285.75 in obligated funds have been expended managing the initial cleanup of the Project site; and

WHEREAS, the balance of obligated earmark funding is \$445,664.25, leaving a balance of obligated and unobligated funds in the amount of \$495,664.25; and

WHEREAS, the City has engaged in a public private partnership to re-develop the Central Falls Landing site; and

WHEREAS, the City and State agree the redeveloped historic structure on the Central Falls Landing Site will revert to private control; and

WHEREAS, the City and State agree that the Project will occur on public property and remain under public control.

NOW THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the State and the City hereby agree as follows:

Paragraphs 1 through 3 are deleted in their entirety and replaced with the following:

1. The Project shall consist of the creation of multi-use public space at Assessor's Plat 3, Lots 62 and 69, located at 1420 Broad Street, Central Falls, Rhode Island. The main elements of work include: implementing the Remedial Action Work Plan (RAWP) in accordance with the storm water requirements set forth for the site; design of the site improvements to meet floodplain requirements; the design of storm water treatment features; and decorative public space pavement and walkway features as funding allows. The State will not participate in the reimbursement of any costs incurred by the City prior to execution of this Amendment.
2. The State will be responsible for design of the public space to meet storm water and flood plain requirements, including pavement features, subject to review and approval by DEM and review and acceptance by the City. The City will be responsible for construction of the RAWP and site improvements in accordance with plans developed by the State and approved and permitted by DEM.
3. The State will be responsible for payment of all costs associated with design of the Project with obligated earmark funds and coordinate with the City on the unobligated balance of funds remaining for the Project. The State will reimburse the City for construction of the Project; provided, however that the cost for design and construction of the Project shall be up to and not exceeding Four Hundred Ninety Five Thousand Six Hundred Sixty Four Dollars and twenty five cents. (\$495,664.25) for such costs; costs in excess of said reimbursement are the responsibility of the City. Supporting documentation of payment will be required for all reimbursements.

Paragraphs 5 and 6 are deleted in their entirety and replaced with the following:

5. The City will certify to the State that all improvements made as part of the Project are within public right-of-way and that no private properties, acquisitions, easements or other right-of-way permissions are required.

6. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of Rhode Island, or 49 CFR Part 26 (federal funds) Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement.
 - A. The State shall not issue a Notice allowing the City to Proceed to construction of the Project until such DBE plan, if required, has been approved.
 - B. This Project will be assigned a DBE goal. The State requires submission of executed DBE subcontract Agreements between the prime contractor and any qualified DBE subcontractor(s) who perform work under this contract. These executed contract Agreements should be addressed to the Department of Transportation's Office of Business Resources for approval and include the executed DBE Utilization Form as the cover sheet for the DBE subcontracts. The DBE Utilization Form is provided in Exhibit A of this Agreement.
 - C. When the City is ready to award a contract, the contract documents must include the DBE Special Provisions contained in Exhibit B of this Agreement.

Paragraph 8 through 11 are deleted in their entirety and replaced with the following:

8. Pursuant to EEO 11246 and 41 CFR Part 60, a contractor-based program to provide on-the-job training (OJT) must be approved by the State as referenced in the Required Contract Provisions for Federal-Aid Projects (FHWA-1273) Index under Training Special Provisions (REV. 09/23/97) (Job Specific) {Page 24}. This program must be submitted by the contractor and/or subcontractors whose work is valued at \$10,000 or greater to the State's Civil Rights Office for approval. Contact the Department of Transportation's OJT Coordinator to obtain OJT training plan approval and form(s) with instructions for submittal if this is applicable.
9. As a condition to receiving any federal financial assistance from the FHWA through the State, the City is subject to and must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4, 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and other pertinent anti-discrimination directives that form the basis of the State's Title VI/Nondiscrimination Program, including 23 U.S.C. § 109(h); 23 U.S.C. § 324; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601 – 3619; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 – 4655; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 – 6107; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 – 12165; 49 U.S.C. § 5332; Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; and Executive Order No. 13166, Improving Access to Services for Persons with Limited English Proficiency. These compliance assurances were subject to Amendment Two of this Agreement and are provided as Exhibit C of this Agreement for use by the City.
10. In accordance with the Code of Federal Regulations, 23 CFR 633.102(e), "The contractor shall insert in each subcontract, except as excluded by law or regulation, the required contract

provisions contained in Form FHWA-1273 and further require their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA-1273 shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements contained in the provisions of Form FHWA-1273.” A copy of Form FHWA 1273 can be found at <http://www.fhwa.dot.gov/programadmin/contracts/>. Modifications to the provisions of Form FHWA-1273 are not allowed.

11. Similarly, pursuant to obligations imposed under Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000d – 2000d-4, 23 CFR 200.9 and 49 CFR 21.7, the contractor shall include in every subcontract the provisions of paragraphs (1) through (6) of the attached Title VI Assurances, [See Exhibit B, Appendix A, Pages A-1 and A-2], unless exempt by regulations or directives issued pursuant to 49 CFR Part 21.

Paragraphs 12 through 24 are hereby added as follows:

12. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires full disclosure of all entities and organizations receiving federal funds including grants, contracts, loans and other assistance and payments through a single publicly accessible Web site, USASpending.gov.
 - A. In accordance with the Federal Fiscal Accountability Transparency Act (FFATA) and State of Rhode Island policy, all recipients and sub-recipients of federal funds must have a valid DUNS number¹ and be registered with the *System for Award Management*.²
 - B. The City is required to show evidence of current registration in both systems. To download a PDF verification, go to www.sam.gov and go to “Search Records,” enter the City DUNS number, and select “Export PDF.” Submit SAM Search Results PDF form with this Agreement.
 - C. The City is required to maintain active registration in the *System for Award Management*. Registration must be reviewed and updated a yearly basis prior to expiration date.
13. The City shall submit a copy of the single audit report required under Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. 200.501 to the State if during any fiscal year the City expends a total amount of Federal awards equal to or in excess of \$750,000, it shall have a Single Audit performed in accordance with OMB Uniform Guidance 2 C.F.R. 200.501. The required audit must be completed within 9 months of the end of the INC audit period. Within 6 months of RIDOT’s receipt of the audit, the Department will issue a management decision on the audit findings.

¹ To obtain a DUNS number, go to <https://iupdate.dnb.com/iUpdate/companylookup.htm>

² To register with the System for Award Management, go to www.sam.gov

- A. Conversely, if during any fiscal year the City expends a total amount of Federal awards less than \$750,000, it shall be exempt from the Single Audit requirement for that fiscal year.
 - B. The contents of the Federal Single Audit (the "Audit Reports") must be in accordance with the Government Auditing Standards issued by the Controller General of the United States.
 - C. The Audit Reports shall comply with the requirements as outlined in OMB Uniform Guidance 2 C.F.R. 200.501.
 - D. The City shall require that the work papers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Report. Moreover, the City will adhere to the applicable OMB Uniform Guidance at 2 C.F.R. 200.501 compliance requirements for projects funded under CFDA number 20.205.
14. The City will construct the Project using the design approved by the State subject to the following requirements:
- A. In awarding the construction contract to the lowest qualified bidder, the City will use competitive bidding for the Project in conformance with 23 CFR Part 635 and will comply with all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
 - B. The City shall engage on-call engineering services to be in charge of inspection of the Project during construction, subject to reimbursement by the State. Said services shall have the responsibility for administration of satisfactory completion of the Project. This responsibility shall include:
 - 1. Monitoring the rate of progress by the contractor on the Project and acceptable fulfillment of work by the Contractor.
 - 2. Ensuring that completed work by the contractor conforms to the contract documents.
 - 3. Decision making authority on the quality and acceptability of materials furnished, including the authority to reject defective material and/or suspend work that is being improperly performed.
 - 4. Authority to make changes to quantities not greater than ten percent (10%) of the corresponding values in the contractor's proposal.
 - 5. Site visits at intervals appropriate to the various stages of construction to observe progress and inspect the quality of work; and, providing for more continuous visits and observations through assistant(s) as mutually agreed upon with the State.
 - 6. Issuance of interpretations and clarifications of the contract documents; review and approval of shop drawings and samples as required.

7. Receipt and review of inspections and tests to ensure compliance with the contract documents.
 8. Review of applications for payment and recommendation for payment based on whether the progress and quality of work is in accordance with the contract documents.
 9. Quarterly monitoring and reporting of MBE requirements.
 10. Preparing a reproducible set of as-built drawings.
- C. The City shall be responsible for ensuring that materials incorporated into the Project are in conformance with State Standards and Specifications.
1. The City shall submit a Materials Testing Schedule based upon the Department's Master Materials Testing Schedule to the State for review and approval before commencing construction.
 2. Steel, aggregate, soils, Portland cement concrete, and bituminous concrete utilized in construction of the Project shall be obtained from State approved sources and sampled and tested by personnel certified by either the Northeast Transportation Training and Certification Program, the National Institute for Certification of Engineering Technologies or American Concrete Institute, whichever may be applicable, for the materials being sampled and tested.
 3. Steel used in permanent placements shall comply with Buy America Requirements.
 4. The City shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.
 5. The City must certify that all materials used as part of the Project comply with the design specifications established for the Project.
 6. Contractor test results shall not be used for materials acceptance.
 7. All samples shall be random samples and all sampling and all testing shall meet the requirements of 23 CFR Part 637, Construction Inspection and Approval.
 8. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Project Manager prior to incorporating the product into the work. Under no circumstances will the State reimburse costs for items where certificate of compliance is required.
- D. The City must certify that prevailing wage (Davis-Bacon Act in accordance with 29 CFR 5.5) rates have been paid during the construction of the Project. Certifications of prevailing

wage rates must be provided with each invoice subject to review and acceptance by the State in accordance with State procedures.

- E. For projects within the State highway right-of-way, in accordance with 23 CFR 635.105, the State shall assign an engineer to ensure that the Project is completed in accordance with approved plans and specifications.
- F. The City shall notify the State in writing of the anticipated start date of construction. Notification shall be delivered by hand or by certified mail, return receipt requested, in an envelope addressed as follows:

Administrator, Office of Transit
Rhode Island Department of Transportation
2 Capitol Hill
Providence, RI 02903

- 15. The following are the General Program Requirements for the submission of reimbursement requests by the City.
 - A. The City shall invoice the State for work completed by the contractor on the Project and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures.
 - B. The City shall submit reimbursement requests with a cover letter signed by the Project Manager containing the following language and provisions:

"I hereby certify that the materials and work for which payment is being requested meets the requirements of the contract documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the Federal False Statements provisions under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of City."

- 16. The following are the General Program Requirements for the finalization and closeout of the Project:
 - A. Finalization and acceptance of the Project shall be performed by the State. The following items are required to finalize and close the Project:
 - 1. Final Inspection Report
 - 2. Corrective action plan(s) and Certification for Punch List Resolution
 - 3. RIDOT's Certificate of Completion & Final Acceptance certifying that the Project has been completed accordance with the contract documents
 - 4. DBE Request for Verification of Payment

5. Certification for Prevailing Wage (Davis Bacon) Rate
6. Anti-Collusion Certification for Contract and Force Account
7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Appendix A - Primary Covered Transactions and Appendix B - Lower Tier Covered Transactions.
8. Materials, Certificates of Compliance & Mill Tests Certification
9. Copy of Single Audit Report(s) issued in years in which work was performed if applicable.
10. Equal Employment Opportunity Certificate of Compliance
11. A copy of As-Built Plans

17. The City and State agree that no work associated with relocation of utilities underground shall be subject to reimbursement as part of this project.
18. The State reserves the right to have access to any documents, papers or other records of the City which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the City personnel for the purpose of interview and discussion related to such documents.
19. The Project shall be subject to inspections by the State in accordance with State procedures. All findings must be satisfactorily addressed before final reimbursement by the State.
20. Upon completion of the Project, the City will be responsible for the maintenance of the facility/facilities constructed under this Agreement, in accordance with plans and specifications developed for the Project at its own cost and expense. The facility shall be in an accessible condition for all pedestrians, including persons with disabilities, with only isolated and temporary interruptions in accessibility as required under with 28 CFR § 35.133. This maintenance obligation includes reasonable snow removal efforts.
21. All costs billed under this Agreement are subject to audit. The City agrees to maintain all records pertaining to the costs incurred in performance of the Project and this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.
22. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.
23. This Agreement may not be altered or amended except by written agreement signed by all the parties.

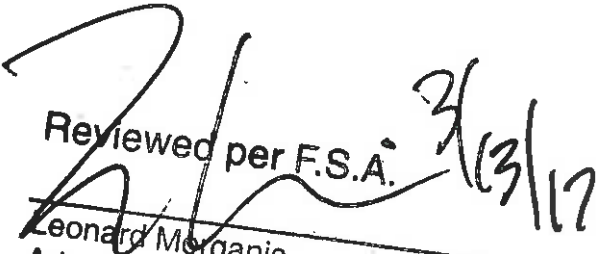
24. The City agrees the Mayor shall take all necessary steps to receive authority from the City Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the City Council for ratification and submission of proof of such authority to the State concurrent with execution of the Agreement.

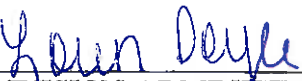
IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the City of Central Falls have caused this Agreement to be executed by duly authorized officials on the 15th day of March, 2017.

DEPARTMENT OF TRANSPORTATION

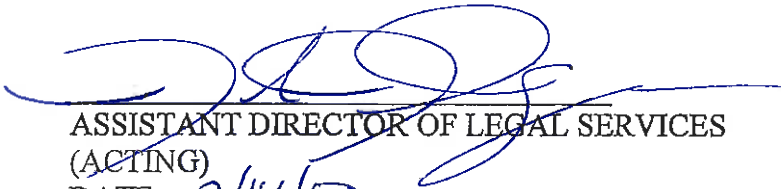
RECOMMENDED FOR APPROVAL:


ADMINISTRATOR OFFICE OF TRANSIT
DATE: 2/8/17

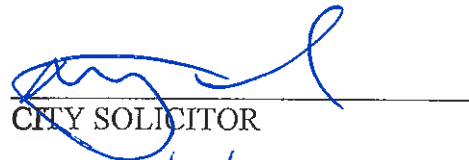

Reviewed per F.S.A. 3/13/17
Leonard Morganis
Administration & Finance Officer


DIVISION ADMINISTRATOR
FINANCIAL MANAGEMENT
DATE: 2/14/17

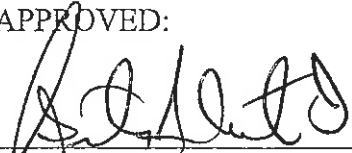
APPROVED AS TO FORM:


ASSISTANT DIRECTOR OF LEGAL SERVICES
(ACTING)
DATE: 2/14/17

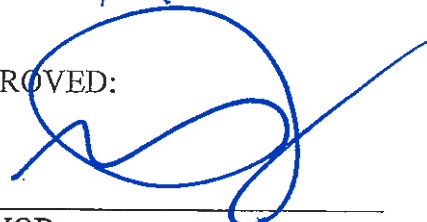
APPROVED AS TO FORM:


CITY SOLICITOR
DATE: 3/13/17

APPROVED:


DIRECTOR
DATE: 2/16/17

APPROVED:


MAYOR
DATE: 3.15.17

EXAMINED AND APPROVED:

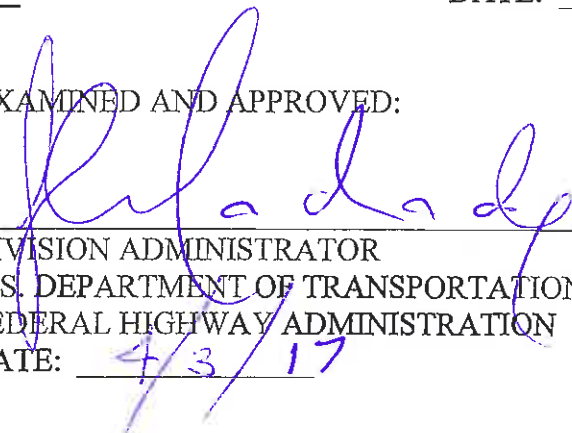

DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 4/3/17

Exhibit A

DBE Utilization Form

DBE Utilization Form

RIDOT DBE UTILIZATION PLAN

Page 1 of 2

Project Name: _____

RIC No.: _____ FAP No: _____

I, _____ HEREBY DECLARE AND AFFIRM that I am the
_____ (title) and duly authorized representative of
_____ (name of Prime Contractor), and that I have personally reviewed
the material and facts set forth in and submitted with this DBE Utilization Plan, including all attached subcontracts

The following correctly represents our DBE participation in accordance with the RI DOT DBE Special Provision and 49 CFR 26.55. Should any of the services performed and materials provided by the DBEs listed below involve a third party or otherwise be found not to comply with the manner in which counted here, we understand that our firm may be found in non-compliance with the requirements of its contract.

PART B

*The prime must initial all statements below.

_____ The Prime has read and understands the counting and commercially useful function requirements stipulated in the RIDOT DBE Special Provisions.

_____ With respect to materials provided according to the above commitment(s), the Prime Contractor agrees to provide all such documentation as required by RIDOT to determine ownership and independence in the procurement of such materials by the DBE.

_____ Materials or supplies related to the above commitments will not be purchased from, leased, or otherwise provided by the prime or any of its affiliates.

_____ The Prime Contractor is / is not (circle one) using a joint check (material purchases only). Joint Check Approval/ Acknowledgment Form, if required, is attached.

_____ With respect to material supply contracts, a RIDOT Broker Affidavit has been completed and attached for any materials that will not be directly procured by and delivered to the work site by the DBE.

_____ For each commitment to use DBE Trucking Services, as indicated above, a Trucking Worksheet has been attached

_____ Check here if Trucking does not apply to this Contract

NOTE: The Prime must notify RIDOT's Civil Rights Office, in writing within 72 hours, when there are any changes to this DBE Utilization Plan

Signature

date

Exhibit B

DBE Special Provisions

RHODE ISLAND

DEPARTMENT OF TRANSPORTATION



Guidance on Federally Funded Projects

Rhode Island Department of Transportation

SUBRECIPIENT GUIDANCE ON FEDERALLY FUNDED PROJECTS

- 1) **RIDOT Sub-recipient Guidelines**
- 2) **Title VI reporting**
- 3) **Assurances of Compliance**
- 4) **On-Job Training (OJT)**
- 5) **Contractor Compliance Report**
- 6) **DBE Contracting Administration**

Appendices

- A) **DBE Special Provision (for contract inclusion)**
- B) **Bidders List**
- C) **DBE Commercially Useful Function Reporting Form & Instructions**
- D) **DBE Payment Verification Form**
- E) **Good Faith Effort Forms**



1) RIDOT SUBRECIPIENT GUIDELINES

- * The DBE program and overall goal of a primary recipient (RIDOT) apply to all the Federal funds that will be expended in DOT-assisted contracts.
- * This includes not only the Federal funds expended in contracts that the primary recipient itself lets, but also the Federal funds that sub-recipients let in DOT-assisted contracts.
- * The primary recipient is responsible for administering its DBE program and is legally accountable for expenditure of DOT financial assistance in accordance with Federal requirements.
- * Sub-recipients do not have to have their own, independent DBE programs or overall goals, since the primary recipient's DBE program and overall goals cover the DOT-assisted contracting activities of the sub-recipients.
- * However, if a sub-recipient is letting a DOT-assisted contract with subcontracting possibilities, then part 26 provisions concerning contract goals apply to that contract. These provisions include determining whether race-conscious measures are appropriate for a particular contract. (Contract goals do not apply to certain kinds of contracts in any case, such as contracts for purchases of transit vehicles, or contracts in which there are no realistic subcontracting possibilities.)
- * In a case where it is appropriate for there to be a contract goal on a sub-recipient's contract, the primary recipient will establish the goal for the sub-recipient.

2) Sub-recipient General Civil Rights Report Title VI

This form pertains to compliance with Title VI (Civil Rights) regulations governing the provision of governmental services and is filled out by sub-recipients for that organization only. Basic Requirement: No person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from participating in, denied the benefits of, or be subject to discrimination under any project, program, or activity funded in whole or in part through financial assistance under the Federal Highway Act, as amended.

Sub-recipient: _____

Address: _____

Phone: _____ Fax: _____ Other _____

Email: _____ Period covered: FFY _____

Civil Rights Lawsuits & Complaints (Check all applicable)

(Notes: Complaints are formal, legal, written documents alleging discrimination filed with you or an appropriate agency that has notified you of the complaint. Also, only civil rights lawsuits or complaints are reported with this form.)

- There have been no lawsuits filed against us for transportation related services during the period covered.
- There have been no complaints filed against us for transportation related services during the period covered.
- There have been the following lawsuits or complaints filed against us during this period for transportation related services. The following information is attached (group lawsuits and complaints separately, by date of initiation):
 - Date of the lawsuit or complaint
 - Complainant's name and address
 - Allegation summary
 - Current status or disposition including the terms of any consent decree or agreement

Pending Federal Financing Applications (Check one)

- There are no pending applications for federal financial assistance for transportation related services, and attached is a description of all financial assistance currently provided by other federal agencies.
- There are pending applications for federal financial assistance for transportation related services, and attached is a description of all pending applications and all current financial assistance currently provided by other federal agencies.

Civil Rights Compliance Review Activities (Check one)

- There has been no civil rights compliance review activities during the period covered.
- There have been the following civil rights compliance review activities during this period pertaining to complaints or lawsuits involving the provision of transportation related services. The following information is attached:
 - Date of the review
 - Name of the agency or organization conducting the review
 - Summary of findings and recommendations
 - Report on the status or disposition of the recommendations

Civil Rights Assurance Completed (Check one)

- There is a signed, Standard USDOT Title VI Civil Rights Assurance on file with RIDOT and in our house files.
(The current assurance is A-2 of this Certifications & Assurances document. This form is part of the annual reports you must file with RIDOT. This is an acknowledgment; required by FHWA, that you have signed such a form.)
- There is no current Standard USDOT Title VI Civil Rights Assurance signed by us; however, one is attached.

I, the undersigned, certify that the above and attached statements are truthful and complete to the best of my knowledge and that we comply with all rules and regulations related to the civil rights laws of the United States.

Principal Officer: Name _____

Office _____

Signature of Principal Officer: _____

Attachments as needed:

- Lawsuit descriptions (group by date initiated)
- Complaint descriptions (group by date initiated)
- Pending Applications for Federal Financing for Public Transit
- Civil Rights Compliance Review Activities Report

3) ASSURANCE OF COMPLIANCE WITH FHWA EEO POLICY & REQUIREMENTS

The Applicant hereby assures that, as a condition of receiving federal financial assistance from the Department of Transportation, it shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, or national origin, and that they shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, age, sex, or national origin.

ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, Applicant assures that, as a condition of the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in employment or any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

STANDARD ASSURANCES

The Applicant hereby assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FHWA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FHWA. The Applicant recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FHWA issues a written determination otherwise.

Acknowledgment is given of the attached list of such statutes, regulations, executive orders and administrative requirements as may apply.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE

- (1) Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Agreement.

- (2) DBE Obligation. The RIDOT hereby agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all contracts and sub agreements supported with Federal assistance from the U.S. D.O.T.

4) On the Job Training

References:

- 23 CFR 230 Subpart A
- 23 U.S.C. 140(a) - Federal aid Highway Act of 1968 (OJT Program)
- 23 U.S.C. 140(b) - Federal Aid Highway Act of 1970(OJT Supportive Services Program)

Applicability:

Applies to all Federal-aid highway construction projects.

Background:

During the late 1960's and early 1970's it was recognized that a need existed to train minority employees in the highway construction trades. Though minorities had been employed in highway construction for a number of years, they were usually assigned the more labor intensive jobs or the lower paying jobs in the semi skilled or unskilled labor classifications.

Discrimination based on sex has always been prohibited in the highway construction industry; however, the role of women in the industry was not specifically addressed until 1975. Since 1975, a conscientious effort has been made to train and employ women in nontraditional jobs (i.e., highway construction skilled trades).

Section 1208(a) of the Transportation Equity Act for the 21st Century (TEA-21) allows STAs to reserve training positions for welfare recipients. This section requires that such positions shall not cause current employees to be displaced or current positions to be supplanted.

Guidance:

The objectives of the OJT Program are to:

- provide training and improve the skills of women and minorities so that they have the opportunity and access to the higher paying skilled trade jobs and journeyman positions, and
- broaden the labor pool to meet the projected future labor needs in the construction industry.

The following special provision must be included in the contract when OJT hours are assigned to the project.

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be ____ (amount to be filled in by State highway department).

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts.

Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerks, typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed six dollars (\$6) per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

[40 FR 28053, July 3, 1975. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]

5) CONTRACTOR COMPLIANCE

Contractor Compliance Review is intended for the contractors to complete before starting on a contract. This form should be sent out immediately after the apparent low bidder has been selected. The contractor must fill the form out and return it to the Municipality's EEO office or as directed. The sub-recipient shall forward a copy to:

RIDOT
Office of Business and Community Resources
2 Capital Hill
Providence, RI 02903
Tel. (401) 222-3260 Ext.4456
Fax. (401) 222-6168

MUNICIPALITY
OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY

EVALUATION

CONTRACT COMPLIANCE REPORT

Bid # _____ Contract # _____

Contract Value: _____

For Office Use Only	
	Compliance
	Non-Compliance
	Incomplete Data

SECTION 1

1. Name, Address, Phone, and Email Contractor's Office	2. Name & Title of Executive Officer
3. Name, Title, and Email of EEO Officer	4. Project Location & Activity
5. Contract Production Schedule: a. Beginning Date: _____ b. Estimated Completion Date: _____ c. Anticipated Peak Employment Dates: _____	6. Name, Title, & Email of Project Superintendent

7. DATE LAST REPORT SUBMITTED TO THIS AGENCY: _____

- 8. Has a collective bargaining agreement or other contract of understanding been made with a labor union(s) which represent the employees?
- 9. Is the non-discrimination clause included in all union contracts, subcontracts, and other contracts as executed in your State contract? If "YES", submit a copy of these letters / notices.
- 10. Have all your unions, contractors, and subcontracts covered by these reporting requirements been advised in writing of your non-discrimination requirements? If "YES", submit a copy of these letters / notices.
- 11. Has a written Affirmative Action Program been established that covers all applicable requirements of 41 CFR Chapter 60 including a program for Disabled and Vietnam Era Veterans and persons with handicaps? If "YES", submit a copy.

YES	NO

12. Has your company policy been communicated in writing to all officers and employees?
13. Do you explain all educational or formal training programs to employees or prospective employees which allow these persons to participate on an equal basis?
14. Have all recruitment sources, including unions, been notified in writing that all qualified applicants will receive consideration for employment without regard to RACE, SEX, NATIONAL ORIGIN, RELIGION, COLOR, AGE, AND HANDICAP?
15. Do you maintain segregated facilities (e.g.: restrooms, lunch rooms, recreational areas, etc...) on the basis of RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE, AND HANDICAP?

YES	NO

SECTION 2

HIRING INFORMATION AND PROCEDURES

1. Which of the following recruitment sources are used by your company?

<u>CHECK SOURCES USED</u>	<u>PERCENTAGE OF APPLICANTS</u>
<input type="checkbox"/> Word of Mouth	_____
<input type="checkbox"/> State Employment Services	_____
<input type="checkbox"/> Private Employment	_____
<input type="checkbox"/> Schools and Colleges	_____
<input type="checkbox"/> Newspaper Advertisements	_____
<input type="checkbox"/> Walk-ins	_____
<input type="checkbox"/> Referral by Labor Organization	_____
<input type="checkbox"/> Referral by Minority Organization	_____
<input type="checkbox"/> Other <u>SER Jobs, Present employees, etc.</u> (Specify)	_____

2. Do all recruitment publications show "An Equal Opportunity Employer"? If "YES", submit a copy.
3. Please attach an explanation of the criteria used for hiring, and a copy of your employment application.
4. Submit your employee handbook of contract compliance information and Equal Opportunity Policy Statement.
5. Union affiliations and other recruitment and training data to be used in completing this contract.

Union Title Of Identification	Union Local Number	Does the Union Have Exclusive Referral Rights?		Does Union Sponsor or Participate in Pre-Apprentice, Apprentice, or Post-Apprentice Training Programs?		Does Contractor Sponsor or Participate in Pre-Employment, Employment, or Post-Employment Training Programs?	
		Yes	No	Yes	No	Yes	No

6. Other recruiting services, especially minority, women, handicap, and social service organizations.

<u>Name of Other Identification</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 3

SUBCONTRACTORS - VENDORS -- SUPPLIES

List subcontractors to be used on this contract.

<u>Name</u>	<u>Address</u>	<u>Percent Minority</u>	<u>Percent Female</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4A

1. Employment Statistics (Use pay period ending nearest to the 15th of the month preceding it is due).

OCCUPATIONAL CATEGORIES	MALE EMPLOYEES						FEMALE EMPLOYEES						HCP	OVER 40 YRS
	TOTAL MALE	W	B	H	API	AI AN	TOTAL FEMALE	W	B	H	API	AI AN		
OFFICIALS / MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
OFFICE / CLERICAL														
CRAFTS (SKILLED)														
OPERATIVES (SKILLED)														
CRAFTS (UNSKILLED)														
SERVICE WORKERS														
TOTAL														
# OF EMPLOYEES ONE YEAR AGO TO DATE														
APPRENTICES & TRAINEES														

TOTAL EMPLOYEES IN RHODE ISLAND: _____

<u>Legend:</u>	W – White B – Black	H – Hispanic API – Asian / Pacific Islander	AI – American Indian AN – Alaskan Native HCP - Handicapped
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2. Employment figures were obtained from date dated: _____
3. Attach a sheet identifying by name, sex, race, date of hire, position held, and date of termination of all minorities & females hired since your last bid review.
4. Please submit copies of all late CC-257 Monthly Employment Utilization Reports. Future reports must be in this office no later than the 5th of each month.
5. The Contractor will notify the State Equal Opportunity Office in writing upon completion of this contract.

Signature and Title of Person Completing This Form

Date

Signature of Contract Compliance Officer (State Equal Opportunity Office)

Date

Exhibit A

The following list of Job Site Posters shows the required posters that should be displayed:

Job Site Posters

Required US Department of Labor posters are available on the USDOL website at <http://www.dol.gov/osbp/sbrefa/poster/matrix.htm>. FHWA posters are available at <http://www.fhwa.dot.gov/programadmin/contracts/contract.cfm>. The revision dates shown in this listing were current as of 11/27/2007.

OFCCP 1420 Revised 2008	Equal Opportunity Is the Law	Required by Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Chapter 60-1.42; 41 CFR 60-250.4(k); 41 CFR 60-74 1.5(a); and FHWA-1273, §II(3)(d). Available at USDOL website in English, Spanish, and Chinese by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov .
	Contractor's EEO policy statement	Required by 41 CFR 60-741.44 through FHWA-1273, §II(1)(b).
	Letter appointing contractor's EEO officer for project	Required by 41 CFR 60-741.44 through FHWA-1273, §II(1)(b).
FHWA-1022 Revised 8/1994	Notice - Federal Aid Projects	False statements notice Required by 18 CFR 1020 and 23 CFR 635.119 Available on FHWA website.
FHWA-1495 Revised 1981	Wage Rate Information	May be substituted for WH-1321 per FHWA-1273, §IV(1)(a). Available on FHWA website.
WH-1321 Revised 1/1988	Notice to Employees	Davis-Bacon wage rate poster Required by 29 CFR 5.5(a)(1) and FHWA-1273, §IV(1)(a) Enforcement by STA and/or USDOL. Available at USDOL website, by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov .
	Actual wage rates	Required by both FHWA-1495 and WH-1321.
OSHA-3165 Revised 2006	Job Safety & Health Protection	Required by 29 USC 657(c), 29 CFR 1903.2 through FHWA-1273, §VIII(1). Enforcement through OSHA. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov .
	Emergency phone numbers	Required by 29 CFR 1926.50(f) through FHWA-1273, §VIII(1) except on areas with 911 for emergencies
WH-1088 Revised 6/2007	Your Rights - Federal Minimum Wage	Needed on projects where Davis-Bacon rates do not apply per 29 USC 211, 29 CFR 516.4 posting of notices. Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov
WH-1284 Revised 7/2007	Notice to Workers with Disabilities Paid at Special Minimum Wages	Required by 29 CFR 525.14 Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov
WH-1420 Revised 8/2001	Your Rights under the Family and Medical Leave Act of 1993	Required by 29 CFR 825.300 and 825.400 for employers of more than 50 people. Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov
WH-1462 Revised 8/2003	Notice; Employee Polygraph Protection Act	Required by 29 CFR 801.8. Enforcement by USDOL. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at Contact-OSBP@dol.gov
	Water quality related Information (Example: NPDES Notice of Intent)	Project specific. Need to check with the agency administering the NPDES program in the project area for posting requirements. Enforcement by that agency.

This page last modified on 12/17/08

6) DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT ADMINISTRATION

- a) The DBE goal is set for federally funded contractible opportunities. Sub-recipients must submit executed DBE subcontracts/purchase orders at same time they submit their post qualification information for review and approval by RIDOT's Contract Administration office and Office of Business and Community Resources.

The DBE Special Provision MUST be utilized in addition to all other civil rights requirements of the contract. (FHWA 1273- required federal provisions)

- b) The Bidders Survey must be completed and returned to RIDOT.
- c) The Commercially Useful Function Report must be completed at least once during the DBE's participation on the project.
- d) At the conclusion of the project, the DBE Payment Verification Form must be utilized to ensure what amount the DBE has been paid.

APPENDICES

**DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION
AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project, I hereby certify that I am the

(Title) _____

(Firm) _____

(Street) _____

(City) _____

(State) _____

(Zip) _____

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

"Disadvantaged Business Enterprise," or "DBE" means a for-profit small business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Emerging Business" means existing DBE's or start-up businesses that are participating in the RIDOT Emerging Business program, or are enrolled in either the Financial Access and Development Assistance program or the Emerging Business/Equipment Purchase program.

Race conscious measures (goals) or programs are those that are focused specifically on assisting only DBE's, including WBE's.

Race neutral measures (goals) or programs are those that are, or can be used to assist all small businesses, including DBE's and WBE's.

"Small Business Concern" means, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small-business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in Section 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka?
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

A qualified DBE is defined as one that is currently certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines.

The Department shall make a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. The Department also may determine, on a case-by-case basis, that individuals who are not a member of one of the above groups are socially and economically disadvantaged.

The Disadvantages Business listings or other available resources may be obtained at the Rhode Island Department of Transportation, Business and Community Resources Office, 2 Capital Hill, Providence, RI 02903.

The phrase "Owned and Controlled" as used in this definition means a business which is at least fifty-one (51) per centum owned by one or more Socially **AND** Economically Disadvantaged Individuals, or, in the case of a publicly owned business, at least fifty-one (51) per centum of the stock of which is owned by one or more Socially **AND** Economically Disadvantaged Individuals and whose management and daily business operations are controlled by one or more such individuals.

This also includes: (a) a sole proprietorship legitimately owned by an individual who is a socially **AND** economically disadvantaged individual, (b) a corporation or other entity controlled by one or more socially **AND** economically disadvantaged individuals and in which at least fifty-one (51) per centum of the voting interest and fifty-one (51) per centum of the beneficial ownership interest legitimately are held by such individuals, or (c) a partnership or joint-venture controlled by one or more Socially **AND** Economically Disadvantaged Individuals and in which at least fifty-one (51) per centum of the beneficial ownership interests legitimately are held by such individuals.

"Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

The utilization of disadvantaged business enterprises is in addition to all other equal opportunity requirements of this contract.

I. EXPLANATIONS:

- A. The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The actual value of a subcontract with a DBE or EB participant will be treated as the commitment of the prime contractor to the project goals. The amount credited toward the DBE goal will be the ACTUAL VALUE of the subcontract PAID to the DBE or EB.

Contractors may count expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBE's are regular dealers and assume the actual and contractual responsibility for the provision of the materials and supplies. The entire expenditure to a DBE manufacturer (supplier that produces goods from raw materials or substantially alters them before resale) may be counted. Sixty percent (60%) of expenditures to DBE suppliers that are regular dealers and not manufacturers may be counted provided that the supplier performs a commercially useful function in the supply process. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation.

- B. If at any time during the life of the contract it is determined that the Contractor is not making a satisfactory effort to fulfill the DBE requirement, the Department may withhold payment of monthly estimates.
- C. Failure by the Contractor to meet the minimum goal established in II.A. (2) of this provision will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the above specified percent, and subtracting the dollar value of the work actually performed by DBE contractors, unless exception was previously granted under sub-paragraph II.A. (4).
- D. Contractors and subcontractors are advised that failure to carry out the requirements shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department or such remedy as the Department *DEEMS* appropriate.

II. ACTION REQUIRED BY CONTRACTOR:

Prior to contract award and within 10 days from the receipt of bids, the contractor shall as a minimum, take the following actions to assure full opportunity to disadvantaged business enterprises:

- A. Develop and submit for approval the Disadvantaged Business Enterprise (DBE) Program which will include as a minimum:
- (1) Appointment of a representative to administer the Contractor's Disadvantaged Business Enterprise Program.
 - (2) a. Action to meet the established race conscious goal of not less than ____ percent of the contract bid price to the contractors, subcontractors, and/or suppliers, which qualify as Disadvantaged Business Enterprises.

A contractor may count toward its DBE goal a portion of the total dollar value of a contract paid to a joint-venture eligible under this certification, equal to the percentage of the ownership and controls of the DBE partners in the joint venture.

- (3) The contractor will be required to submit to the RIDOT Business and Community Resources Office for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s) between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE Program as stated in the Scope of Work. This DBE Program shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
- (4) In the event that the cumulative percentages submitted do not equal or exceed said goal of Section II.A. (2), the contractor's submission shall include a request for a good faith waiver of the goal for the reason that qualified disadvantaged business enterprises are demonstrated to be not available. Evidence in support of the request for a good faith waiver must accompany this request (see 49 CFR Part 26, Appendix A).

Should a good faith waiver be granted, the contractor would continue to pursue the goal established in sub-paragraph II.A. (2) above in connection with the actions involving contracting, subcontracting, and/or procuring materials and services during the life of the contract.

- (5) Contractors are encouraged to use the services of banks owned and/or controlled by minorities. Contractors are encouraged to assist DBEs in financing and bonding in order to involve more DBEs in the work. Contractors are encouraged to offer managerial assistance to DBEs as necessary to help them in the prosecution of the work. Contractors are strongly encouraged to work with the Emerging Business Resource Center to seek out emerging DBEs and those underutilized DBEs enrolled in the financial access and development assistance programs.
- (6) The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the contractor will include:
- a. The number of DBE contractors, subcontractors, and suppliers; and the type of work, materials, or services being performed on or incorporated in this project.
 - b. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - c. Documentation of all correspondence. Contacts, telephone calls, etc., to obtain the services of DBE on this project.
 - d. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the State Department of Transportation and the Federal Highway Administration.
- (7) A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

(Signature of Contractor or Consultant)

Date

b) Bidders List



**Rhode Island
Department of Transportation**

RE: Bidders List Survey

Dear Contractor or Consultant:

The US Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) regulations require all recipients of USDOT funds to develop and maintain a "Bidders List". This is to be a list of all firms --non-DBEs and DBEs --who have attempted to participate or have participated on USDOT-assisted contracts. We are requesting your assistance in obtaining this information through a survey format.

Enclosed is a short survey to complete and return in order for the Rhode Island Department of Transportation (RIDOT) to develop its "Bidders List" as required at 49 CFR Part 26.11.

Please keep in mind that although a contract is let by a city or county, it may be partially federally funded and fall under the requirements of 49 CFR Part 26, in which case you will need to fill out and return this survey indicating how you attempted to participate or participated.

The survey is short and quick to complete. In addition, we have formatted this survey so you may simply fold it in half so the return address is showing, tape it, and place it in the mail. You may fax the survey to us at (401) 222-6168.

The information provided will only be used to assist in establishing the overall DBE goal.

If you have any questions regarding this survey, please contact the Office of Equal Opportunity at (401) 222-3260 ext. 4190.



**Rhode Island
Department of Transportation**

BIDDERS LIST SURVEY

Year _____

This form has been made simpler. It should only take 3 to 5 minutes to complete.

The Code of Federal Regulations 49 CFR Part 26.11 requires the Rhode Island Department of Transportation (RIDOT), as a recipient of USDOT funds, to develop and maintain a "Bidders List."

This Bidders List is intended to be a list of all firms that have attempted to participate or participated on US Department of Transportation (USDOT) -assisted contracts whether let by RIDOT or a Local Agency. **The collection of this information is extremely important in establishing RIDOT's annual overall DBE goal.** The collection of annual gross receipts information is a federal requirement and must be filled in. Please complete the form in its entirety. **When completing this survey, please print clearly or type.**

Date:		Federal ID #:	
Is this a certified Disadvantaged Business Enterprise (DBE) Firm? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Firm Name:			
Address:			
City:		State:	Zip Code:
Phone:		Age of Firm:	

Name of Person Filling out this Form:

Firm's Current Average Annual Gross Receipts (required by 49 CFR 26.11):

<input type="checkbox"/> Less than \$1 Million	<input type="checkbox"/> \$1 Million - \$5 Million	<input type="checkbox"/> \$5 Million - \$10 Million
<input type="checkbox"/> \$10 Million - \$15 Million	<input type="checkbox"/> More than \$15 Million	

In the spaces below, please make a check mark in the appropriate boxes indicating whether your firm has attempted to participate or participated on federally-assisted transportation projects since October 1 1999, by supplying a bid or quote as a prime contractor or prime consultant, subcontractor or subconsultant, material supplier/manufacturer, or service provider.

Only check those primary business activities that your firm provides.

Contractor		Consultant		Material Supplier /Manufacturer	Service Provider
Prime Contractor	Sub-contractor	Prime Consultant	Sub-Consultant		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thank you.

If you have questions, you may contact the RIDOT Office of Equal Opportunity and reference the Bidders List Survey at: (401) 222-3260 ext 4190.

You may mail this survey by folding it in half, taping it with a small piece of tape and placing it in the mail; or you may fax this survey to the Rhode Island Department of Transportation at (401) 222-6168.

**RIDOT
DBE COMMERCIALY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW**

Project No:		Reviewer:	
		Review Date:	
Project Name:			
Prime Contractor:			
DBE Subcontractor:			
DBE Foreman/Supt:		DBE Start Date: DBE Completion Date:	
Work Item: (Continue on back of form)	Work Item Description	Approximate % Complete as of this date	Subcontracted Dollar Amount
REGARDING DBE'S FOREMAN/SUPT.			
Circle the correct answer below:			
Exclusively employed by DBE?		Yes	No
Shown on any other firm's payroll?		Yes	No
Directly reports to:		Shown on the DBE payroll? If yes, whose?	
		Yes	No
REGARDING DBE'S EMPLOYEES			
Are DBE's employees shown on any other contractor's payrolls? If yes, whose?		Yes	No
Do the DBE's employees receive work assignments from DBE Foreman/Supt?		Yes	No
REGARDING DBE'S EQUIPMENT			
Does the equipment have the DBE's name or logo? If another firm's name or logo is shown, identify: _____		Yes	No
Does the equipment belong to the DBE?		Yes	No
If leased or rented, is there a copy of the lease or rental agreement in project file?		Yes	No
REGARDING DBE'S WORK PERFORMANCE			
Has any other contractor performed work that was to be performed by the DBE? If yes, identify the contractor who performed the work:		Yes	No
What work items did the identified contractor perform? (If more than two, write on back of form)			
Were these items on the DBE's subcontract?		Yes	No
Has the DBE owner been present on the job site?		Yes	No
Does the DBE appear to have control over their work and employees?		Yes	No
Comments: (any comments pertaining to the performance or conduct of the DBE company)			
Has RIDOT Civil Rights been notified of any problem(s) identified in this report?		Yes	No
If no, explain why:			

CUF form Instructions:

The CUF Form must be completed at least once for each DBE working on a RIDOT Federal Highway Construction Contract, during the life of the contract. Please refer to the following information for guidance in completing the CUF.

COMMERCIALLY USEFUL FUNCTION (CUF) – FHWA 49CFR26.55 DBE CONTRACTOR MUST PERFORM A CUF TO SATISFY THE CONTRACT GOAL)

MANAGE:

- **Manage the work themselves.**
 - Schedule work operations, order equipment and materials, hire and fire employees, including supervisory employees.

SUPERVISE:

- **Supervise daily operations**
 - Can use a skilled Superintendent employed by the DBE.

PERFORM:

- **Perform the work stated in the contract with their own equipment.**
 - AS STATED IN THE DBE SPECIAL PROVISIONS:
Regular Equipment is owned or leased and operated on a long-term agreement and not on an *ad hoc* or contract-by-contract agreement.
 - a. The equipment would be used by the DBE firm on any other subcontract with any other contractor.
 - b. The equipment would be owned by the DBE firm. Or
The equipment would be leased/rented from traditional equipment lease/rental sources.
 - c. The DBE firm would have a rental/lease agreement for any rented or leased equipment.
 - d. The equipment cannot belong to:
 - (1.) Prime Contractor
 - (2.) Another subcontractor on the present project
 - (3.) Supplier of materials being installed by the DBE firm.
 - e. The equipment cannot come from another contractor fully operated.
- **Perform the work with their own employees.**
 - AS STATED IN THE DBE SPECIAL PROVISIONS
Regular Employee is a person who:
 - a. Would be working for the DBE firm on any other subcontract with any other contractor.
 - b. Is a permanent employee of the DBE firm, or
Has been recruited through the traditional recruitment and/or employment centers.
 - c. Has not recently been employed by the prime contractor on the present project, another subcontractor on the present project, or the renter-lessor of equipment being used on the present project.
 - d. Is not a member of a construction crew, which regularly works for a non-DBE?
 - e. Is not a licensed contractor who is at the time "unemployed" or "between jobs"?
- **Subcontracting part of the work of the contract.**
 - When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal **only if the DBE subcontractor is itself a DBE**. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- **Trucks/Equipment must display name of DBE firm**
 - Printed name or logo
 - Leased or rented equipment: A copy of the lease/rental must be submitted to the project office and put in the project file.
- **Supplier - Regular Dealer**

A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. 60% of the cost of materials, supplies and delivery counts toward the DBE goal.
- **Supplier – Service Provider**
 - Only the fees or commissions charged by the DBE Service Provider count toward DBE goals. The Cost of the materials or supplies is not counted toward the DBE goal.

TRUCKING CLARIFICATION (S)

The DEPARTMENT shall use the following factors (as stated in the Special Provisions) in determining whether a DBE trucking company is performing a commercially useful function:

- a. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- b. The DBE must be responsible for the management and supervision of the entire trucking arrangement for the purpose of meeting DBE goals.
- c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. *See below for payroll reporting.
- e. The DBE who leases trucks from a non-DBE is **entitled to credit for the total value of the transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.**

Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

STATE OF RHODE ISLAND
DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE REQUEST FOR VERIFICATION

R.I. CONTRACT NO: _____ F.A.P. NO. _____

DBE SUPPLIER: _____ SUBCONTRACTOR: _____

PRIME CONTRACTOR: _____

APPROVED CONTRACT ITEMS: _____

PERCENTAGE OF CONTACT _____ % AMOUNT \$ _____

The above referenced subcontractor/supplier was approved by the department as a DBE commitment toward this contract's goal. This form is required to finalize DBE participation and allow the project to proceed to contract closeout. Both the approved DBE and the prime contractor are required to verify participation and payment. If either party is unable or unavailable to sign, a detailed explanation must be attached and will be evaluated by the department. Failure to complete this form or to meet established project goals, notwithstanding the department's determination that good faith was exercised, will result in contract DBE sanctions and could lead to the noncompliant contractor viewed as non responsive or non responsible, and may impact the award of future projects.

This is to certify the following:

I was the approved DBE supplier/subcontractor on the above contract; I performed / did not perform the items of work subcontracted; the start date of my work was _____ with the completion date being _____. I actually received \$ _____ for my work associated with this contract. The contractor is still currently holding \$ _____ in contract retainage.

PRINT Name	Authorized Signature Subcontractor	Date
------------	------------------------------------	------

PRINT Name	Authorized Signature Prime Contractor	Date
------------	---------------------------------------	------

PRINT Name	DBE Program Official	Date
------------	----------------------	------

PRINT Name	Resident Engineer	Date
------------	-------------------	------

Cc: Chief Engineer, Community and Business Resources, Contract Administration, Final Acceptance Section, Finalization Folder (Const.), File



DBE GOOD FAITH EFFORTS DOCUMENTATION

THIS INFORMATION MUST BE SUBMITTED WITH YOUR BID PROPOSAL IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR WHEN REQUESTED BY RIDOT

CONTRACT ID. NUMBER _____

PROJECT NUMBER _____

FHWA NUMBER _____

COUNTY _____

DATE BID SUBMITTED _____

BIDDER'S NAME _____

SIGNATURE _____

TITLE _____

VENDOR NUMBER _____

DBE GOAL FROM BID PROPOSAL _____

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND FED. TAX ID. OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY
ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND FED. TAX ID	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHICH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT ID. NO. _____ DATE SUBMITTED _____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR RIDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER _____ SIGNATURE _____

TITLE _____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

Exhibit C

Compliance Assurances

**BLACKSTONE RIVER NAVIGATION SYSTEM
CENTRAL FALLS ENHANCEMENT PROJECT (Phase 2)
STP-TEA2(014)**

DESIGN, CONSTRUCTION & MAINTENANCE AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF CENTRAL FALLS

THIS AGREEMENT made and entered into by and between the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS** acting through its Department of Transportation (STATE) and the **CITY OF CENTRAL FALLS (CITY)**; and

WHEREAS the STATE is the recipient of transportation enhancement funding from the United States Department of Transportation, administered through the Federal Highway Administration, for the Central Falls Landing Enhancement Project -- Phase 2 (PROJECT); and

WHEREAS, this PROJECT includes improvements to Assessor's Plat 3, Assessor's Lot 69, which includes the creation of a parking area, walking trails, lighting, landscaping, etc. to accommodate parking for the Central Falls docking system and access to the Blackstone River; and

WHEREAS the STATE has chosen the CITY to undertake the design and construction of the PROJECT; and

WHEREAS the PROJECT will be implemented under the provisions established in the Federal-Aid Policy guide of the United States Department of Transportation, Federal Highway Administration; and

WHEREAS the CITY has agreed to obtain a permanent easement through the abutting property, Assessor's Plat 3, Assessor's Lot 62, which will allow perpetual public access to the PROJECT area; and

WHEREAS the STATE has agreed to contribute funds not exceeding \$400,000. Three Hundred and Twenty Thousand dollars (\$320,000.) in Federal Funds and Eighty Thousand (\$80,000.) in State funds towards said PROJECT; and

NOW THEREFORE, in an effort to achieve the completion of the PROJECT in a timely fashion, the STATE and the CITY agree as follows:

1. The PROJECT will consist of improvements such as the creation of a parking area, walking trails, lighting, landscaping, etc. to accommodate parking for the Central Falls docking system and access to the Blackstone River.
2. The CITY will undertake the responsibilities of design and construction of the PROJECT in accordance with the plans and specifications approved by the STATE.
3. The CITY will select a consultant to design the PROJECT and develop the bid documents.
 - A. The CITY will prepare a Request for Proposals (RFP) seeking a consultant to develop the design and bid documents for the PROJECT. The CITY will advertise and issue the RFP in accordance with Federal and State statutes, regulations and

procedures. All procurement actions by the CITY will comply with 23 CFR Part 172, 23 USC 112 (b) (2) (E). Federal reimbursement will be limited to Federal share of costs allowable under 48 CFR Part 31 (the Federal Acquisition Regulations).

- B. The RFP will include the purpose of the PROJECT, a scope of services, a description of the work product to be provided, a request for a budget, and a schedule for completion of the PROJECT, as well as the qualifications of the applicants.
 - C. The CITY will submit the RFP to the STATE for review and approval. The STATE'S approval must be received prior to advertising.
4. The CITY will select a Project Manager who will administer the PROJECT. Such administration will include, but not be limited to, the maintenance of a PROJECT account, processing invoices, change orders and contract addenda. The CITY will maintain all financial records.
5. The Design of the PROJECT will conform to all STATE design standards and policies.
- A. The CITY will submit the design plans to the STATE for review and approval at the preliminary stage of design and submit the plans, specifications and estimates at the 90% stage of design and at the PS&E stage of design. Such submissions will include but not be limited to all engineering, landscaping and permitting requirements, as applicable to the PROJECT.
 - B. The STATE will respond to the submissions within (60) days of their receipt.
6. The CITY will be solely responsible for all design and construction associated with of the PROJECT.
7. The CITY agrees to work with the STATE to obtain an environmental determination for the PROJECT. Under 23 CFR, Part 771.117, the STATE is required to submit documentation that demonstrates that no significant environmental effect will result from the PROJECT. Only upon receipt of this determination may construction of the PROJECT proceed.
8. The CITY will secure accounting services to perform a final audit of the contract(s). Procurement of these services will be reimbursed by the STATE and must conform to the terms of this agreement, and
- A. The cost will be a component of the PROJECT'S budget.
 - B. The final audit of the contract(s) will be made available to the STATE and performed in accordance with STATE procedures.
 - C. The final audit of the contract(s) will conform to the applicable Federal procedures in accordance with the Office of Management and Budget Circular A-133.
 - D. Final Payment will not be made until the STATE has reviewed and accepted the audit.
9. The CITY will construct the PROJECT using the Design approved by the STATE.
- A. In awarding the contract to the lowest qualified bidder, the CITY will use competitive bidding for the PROJECT in conformance with 49 CFR Part 18. The CITY will comply with the applicable requirements specified under the Office of Management and Budget (OMB), Circulars A-110, A-122 and A-133. The CITY will also comply with all requirements set forth in Appendix A and all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.

- B. The CITY will certify to the STATE that the PROJECT was built in accordance with the approved plans and specifications.
 - C. Work done by the contractor on the PROJECT and cost of materials supplied by the contractor to the PROJECT will be invoiced in accordance with STATE requirements and procedures.
 - D. The STATE will reimburse the CITY, up to but not exceeding \$400,000. for the actual costs of construction, provided that the construction work is satisfactory completed and is in accordance with Rhode Island General Laws, Chapter 42-11.1.
10. Upon completion, the CITY will be responsible to maintain all aspects of this PROJECT within the City of Central Falls, in accordance with the plans and specifications developed for the PROJECT, at their own cost and expense.
11. This Agreement may be amended only by written agreement of all its signatories.

IN WITNESS WHEREOF, THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION AND THE CITY OF CENTRAL FALLS have caused this Agreement to be executed by duly authorized officials on the 22nd day of JULY 2003.

BY:

BY:

Don M. Miskewicz
 MAYOR
 DATE: 7-11-03

Mark S. Jensen
 CITY SOLICITOR
 DATE: 7-22-03

RECOMMENDED FOR APPROVAL:

Edward R. Pawley
 CHIEF ENGINEER
 DEPARTMENT OF TRANSPORTATION
 DATE: 5/9/03

APPROVED:

APPROVED AS TO FORM:

James H. Capobianco
 DIRECTOR OF TRANSPORTATION
 DATE: 5-11-03

Robert B. Bork
 CHIEF LEGAL COUNSEL
 DEPARTMENT OF TRANSPORTATION

EXAMINED AND APPROVED:

Don A. R.
 DIVISION ADMINISTRATOR
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 DATE: 5-20-03

AMENDMENT ONE

BLACKSTONE RIVER NAVIGATION SYSTEM
CENTRAL FALLS ENHANCEMENT PROJECT (Phase 2)

DESIGN, CONSTRUCTION & MAINTENANCE AGREEMENT

By and Between the

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF CENTRAL FALLS

This Amendment is entered into by and between the State of Rhode Island and Providence Plantations acting by and through its Department of Transportation ("State") and the City of Central Falls ("City").

WHEREAS the State and City entered into a Design, Construction & Maintenance (DC&M) Agreement on July 22, 2003, relating to the Blackstone River Navigation System Central Falls Enhancement Project (Phase 2); and


WHEREAS the State and City desire to modify the terms of the DC&M Agreement;

NOW THEREFORE, the parties hereto agree as follows:

- A. Paragraph 5.C. is added as follows:
 - C. Review by the State is for the limited purpose of confirming that final design documents will be acceptable to the State and is not intended to relieve the City of full responsibility with respect to errors and omissions.
- B. Paragraph 6 is deleted in its entirety and replaced with the following:
 - 6. The City will be responsible for payment of all costs associated with design and construction of the Project; the State will reimburse the City up to and not exceeding Four Hundred Thousand Dollars (\$400,000.) for the actual costs of the design and construction of the project. Costs in excess of said reimbursement are the responsibility of the City. Supporting documentation of payment and certification that work has been accomplished in accordance with the approved plans and specifications will be required for all reimbursements.
- C. Paragraph 9.D. is deleted in its entirety.

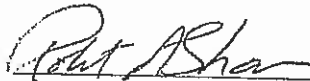
IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the City of Central Falls have caused this Agreement to be executed by duly authorized officials on the 2nd day of NOVEMBER 2006.

RECOMMENDED FOR APPROVAL:



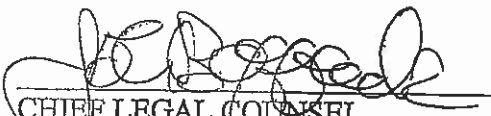
CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 9/25/06

RECOMMENDED FOR APPROVAL:




ACTING DIVISION ADMINISTRATOR
FINANCIAL MANAGEMENT
DEPARTMENT OF TRANSPORTATION
DATE: _____

APPROVED AS TO FORM:



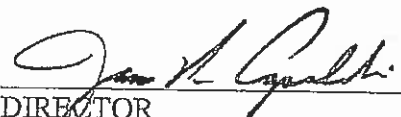
CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 9-20-06

APPROVED AS TO FORM:



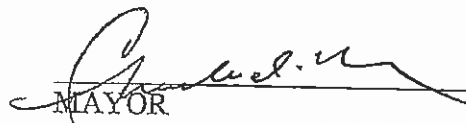
CITY SOLICITOR
DATE: 11/2/06

APPROVED:



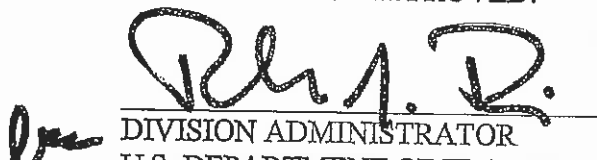
DIRECTOR
DEPARTMENT OF TRANSPORTATION
DATE: 9-27-06

APPROVED:



MAYOR
CITY OF CENTRAL FALLS
DATE: 11-1-06

EXAMINED AND APPROVED:



DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 10/26/06

BLACKSTONE RIVER NAVIGATION SYSTEM
CENTRAL FALLS ENHANCEMENT PROJECT (PHASE 2)
STP-TEA2 (014)

DESIGN, CONSTRUCTION, AND MAINTENANCE AGREEMENT

By and between the

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF CENTRAL FALLS

AMENDMENT TWO

Agreement made and entered into by and between the State of Rhode Island and Providence Plantations through its Department of Transportation (the State) and the City of Central Falls (the City/Town).

WHEREAS, the State is the recipient of funding from the United States Department of Transportation, administered through the Federal Highway Administration (FHWA); and

WHEREAS, the State and the City entered into a Blackstone River Navigation System, Central Falls Enhancement Project (Phase 2) Design, Construction, and Maintenance Agreement dated July 22, 2003, and Amendment #1 dated November 2, 2006 for the purpose of design and construction of the project; and

WHEREAS, the State and the City wish to enter into an agreement whereby the City provides sub-recipient assurances under Title VI of the Civil Rights Act of 1964 and related non-discrimination provisions.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and the City agree as follows:

1. The City is a sub-recipient of federal financial assistance from FHWA through the State.
2. As a condition to receiving any federal financial assistance from the FHWA through the State, the City is subject to and must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4, 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and other pertinent anti-discrimination directives that form the basis of the State's Title VI/Nondiscrimination Program, including 23 U.S.C. § 109(h); 23 U.S.C. § 324; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title VIII of

the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-- 3619; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 - 4655; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 - 6107; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 - 12165; 49 U.S.C. § 5332; Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order No. 13166, Improving Access to Services for Persons with Limited English Proficiency; and the requirements detailed in the Rhode Island Department of Transportation Title VI/Nondiscrimination Program Assurance, attached to this Amendment Two, marked Attachment A, and incorporated and made part of this Amendment Two by reference.


3. This sub-recipient assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, agreements, property, and/or discounts, or other federal-aid and federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in U.S. Department of Transportation programs. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the City.

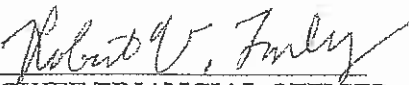
4. Terms not changed stay in full effect except as modified herein.

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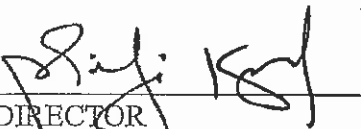
IN WITNESS WHEREOF, the State and the City have caused this Amendment Two to be executed by their duly authorized officials this 24th day of November, 2014.

RECOMMENDED FOR APPROVAL:


CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 9/30/14



CHIEF FINANCIAL OFFICER
DEPARTMENT OF TRANSPORTATION
DATE: 10-2-14

APPROVED:



DIRECTOR
DEPARTMENT OF TRANSPORTATION
DATE: 10-3-14


Reviewed per F.S.A.


Leonard Morganis
Administration & Finance Officer

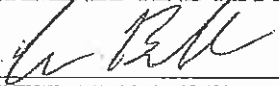

MAYOR
CITY OF CENTRAL FALLS
DATE: 11/24/14

APPROVED AS TO FORM:


EXECUTIVE COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 9/26/14


CITY SOLICITOR
CITY OF CENTRAL FALLS
DATE: 11/21/14

EXAMINED AND APPROVED:


DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 10/6/14

ATTACHMENT A

Rhode Island Department of Transportation
Title VI/Nondiscrimination Program Assurance

The State of Rhode Island and Providence Plantations, acting through its Department of Transportation (the Department), agrees that as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, the Department will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 (the Act), 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), and other pertinent anti-discrimination directives that form the basis of the Department's Title VI/Nondiscrimination Program, including 23 U.S.C. § 109(h); 23 U.S.C. § 324; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601 – 3619; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 – 4655; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 – 6107; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 – 12165; 49 U.S.C. § 5332; Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; and Executive Order No. 13166, Improving Access to Services for Persons with Limited English Proficiency.

In accordance with the Act, Regulations, and the Title VI/Nondiscrimination Program, no person in the United States shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Department receives federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the National Highway Traffic Safety Administration (NHTSA). Moreover, the Department acknowledges that its nondiscrimination obligations extend to all programs and activities of the Department, whether or not such programs and activities are federally-assisted. The Department HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance (the Assurance) is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general Assurance, the Department agrees as follows with respect to its Federal Aid Highway Program:

1. Each "program" and each "facility", as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be conducted (with regard to a "program") or operated (with regard to a "facility") in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. The Department shall insert the following notification in all solicitations for bids for work or material subject to the Regulations:

The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department

Rhode Island Department of Transportation
Title VI/Nondiscrimination Program Assurance

of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.

The Department shall also include an adapted form of the above notification in all proposals for negotiated agreements.

3. The Department shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. The Department shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. Where the Department receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. Where the Department receives federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to space on, over or under such property.
7. The Department shall include the appropriate nondiscrimination covenants and clauses set forth in Appendix C of this Assurance, as covenants running with the land where appropriate, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Department with other parties:
 - (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and
 - (b) for the construction or use of, or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. This Assurance obligates the Department for the period during which federal financial assistance is extended to its programs, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Department or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

Rhode Island Department of Transportation
Title VI/Nondiscrimination Program Assurance

- (b) the period during which the Department retains ownership or possession of the property.
9. The Department shall provide for such methods of administration for its federally-assisted programs as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such programs will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.
10. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Rhode Island Department of Transportation under federally-assisted programs of the U.S. Department of Transportation and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the federally-assisted programs of the U.S. Department of Transportation. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Rhode Island Department of Transportation.



Michael P. Lewis, Director
Rhode Island Department of Transportation

5/15/11

Date

Rhode Island Department of Transportation
Title VI Assurance

Appendix A

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (the Contractor) agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Rhode Island Department of Transportation (the Department), 49 C.F.R. Part 21, as they may be amended from time to time (the Regulations), and which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, or disability.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.

Rhode Island Department of Transportation
Title VI Assurance

Appendix A

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Department to enter into such litigation to protect the interests of the Department and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Rhode Island Department of Transportation
Title VI Assurance

Appendix B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the State of Rhode Island, acting through its Department of Transportation (the Department) will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23 of the United States Code, the regulations for the Federal Highway Administration, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4, does hereby remise, release, quitclaim and convey unto the Department all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the State of Rhode Island, acting through its Department of Transportation (the Department) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose involving the provision of similar services or benefits and shall be binding on the Department, its successors and assigns.

The Department, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that:

- (1) no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed;
- (2) the Department shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and

Rhode Island Department of Transportation
Title VI Assurance

Appendix B

- (3) in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Rhode Island Department of Transportation
Title VI Assurance

Appendix C

A. Where the State of Rhode Island, through its Department of Transportation (the Department), subsequently transfers or grants an interest in real property acquired or improved under the Federal Aid Highway Program, the Department shall include the following nondiscrimination covenants in all deeds, licenses, leases, permits, or similar instruments entered into by the Department, pursuant to the provisions of Assurance No. 7(a).

The [Grantee, Licensee, Lessee, Permittee, etc., as appropriate] for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases, add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the [Grantee, Licensee, Lessee, Permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), and as the Regulations may be amended.

B. Where the Department authorizes the construction or use of, or access to space on, over or under real property acquired or improved under the Federal Aid Highway Program, the Department shall include the following nondiscrimination covenant in all deeds, licenses, leases, permits, or similar instruments entered into by the Department, pursuant to the provisions of Assurance No. 7(b).

The [Grantee, Licensee, Lessee, Permittee, etc., as appropriate] for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases, add "as a covenant running with the land"] that

- (1) no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination; and
- (3) the [Grantee, Licensee, Lessee, Permittee, etc., as appropriate] shall use the premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-assisted Programs of the Department

Rhode Island Department of Transportation
Title VI Assurance

Appendix C

of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), and as the Regulations may be amended.

C. The Department shall include the following reverter clause and related language only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

[Reverter Clause for Licenses, Leases, Permits, etc.]

That in the event of breach of any of the above nondiscrimination covenants, the Department shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Reverter Clause for Deeds]

That in the event of breach of any of the above nondiscrimination covenants, the Department shall have the right to re-enter said land and the facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Department and its assigns.