

**PROVIDENCE HOUSING AUTHORITY**



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**INVITATION FOR BIDS**

**HYDRONIC PIPING REPAIRS – CHAD BROWN & ADMIRAL TERRACE**

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**ISSUE DATE:**

MONDAY, MARCH 04, 2024

**BID DUE DATE:**

THURSDAY, APRIL 04, 2024  
BY 10:00 AM EST.

**ROXANA ROSARIO**  
**JUNIOR PROJECT MANAGER**  
[rosario@provhousing.org](mailto:rosario@provhousing.org)

PROVIDENCE HOUSING AUTHORITY  
40 Laurel Hill Avenue  
Providence, RI 02909

[www.provhousing.org](http://www.provhousing.org)

# PROVIDENCE HOUSING AUTHORITY

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ROY MESSIER, SENIOR PROJECT ENGINEER

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# PROVIDENCE HOUSING AUTHORITY

## INVITATION FOR BIDS

The Housing Authority of the City of Providence Rhode Island is accepting sealed bids from qualified vendors for **Hydronic Piping Repairs – Chad Brown & Admiral Terrace** project located in Providence, RI.

Bids will be received until **10:00 AM EST on Thursday, April 04, 2024**, at the Facilities Management Department of the Providence Housing Authority. Bidders must deliver submissions in a sealed envelope, marked “**Hydronic Piping Repairs – Chad Brown & Admiral Terrace**” and addressed to the attention of:

Providence Housing Authority  
Facilities Management Department  
40 Laurel Hill Avenue  
Providence, RI 02909  
ATTN: **Roxana Rosario**

**A pre-bid meeting** is scheduled to be held **on Tuesday, March 12, 2024, at 10:00 AM**, at the **Facilities Management Building, 40 Laurel Hill Ave., Providence, RI 02909**. The meeting will also consist of jobsite walk-through of the thirty-seven (37) boiler rooms, basements, and crawl spaces in order to provide insight into the existing conditions of the hydronic piping system belonging to the Chad Brown & Admiral Terrace developments. During the walkthrough, bidders are encouraged to take / note accurate measurements (sizes, dimensions, weights, capacity, volume, etc.) and develop an understanding of the existing site conditions related to the necessary labor, materials, equipment, storage, transportation, and accessibility in order to prepare an accurate bid. Change Orders will be scrutinized and will not be considered for existing conditions that are known or that the Bidder should have known, including but not limited to conditions present at the Pre-Bid Meeting.

**Bidders are strongly encouraged to attend the Pre-Bid Meeting and Site Visit. The authority believes that vendors who attended the Pre-Bid Meeting are more likely to submit more responsible / responsive bids.**

All pre-bid requests for information (RFIs) must be submitted in writing no later than **Monday, March 18, 2024, by 2:00 PM**, prior to when bids are due. Address all pre-bid questions or requests for information pertaining to this project and bid documents to **Roxana Rosario, Junior Project Manager, via email at [rosario@provhousing.org](mailto:rosario@provhousing.org)** with a CC to **Roy Messier, Senior Project Engineer, [rmessier@verdantas.com](mailto:rmessier@verdantas.com)**. No RFI's will be addressed after this deadline. The RFI Response(s) will be posted to the PHA website for all potential bidders to review prior to submitting a bid.

It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth in this IFB and any addendum issued by the Authority. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. The Authority:

- Will not accept proposals submitted by fax or email.
- Will not be responsible for the receipt of bids not properly submitted.
- Will not accept bids received after the above deadline.

Minority and Woman-Owned Businesses are encouraged to submit bids. Bidders will be required to make positive efforts to use small and minority-owned businesses and to offer employment, training,

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and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

Individuals requiring interpreter services for the hearing-impaired should notify the Facilities Management Department by calling (401) 709-2201 seventy-two (72) hours prior to any event.

It is the responsibility of any and all bidders to consult the Providence Housing Authority website at <https://provhousing.org/working-with-pha/vendors/> for the complete Invitation for Bids and any addendums, RFI responses, pre-bid meeting agenda and notes, prior to submitting bids. Detailed information regarding the work encompassed under this project is provided in the Scope of Work section of this Invitation for Bids.

The Housing Authority of the City of Providence, Rhode Island

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**Roxana Rosario, Junior Project Manager**



## **PROVIDENCE HOUSING AUTHORITY**

### **PROVIDENCE HOUSING BACKGROUND**

Founded in 1939, the Providence Housing Authority (PHA) provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island residents. We are committed to the core values of excellence, accountability, innovation, respect, and equity in all that we do.

Today, the PHA provides affordable housing to more than 12,000 residents in the City of Providence. We administer 2,606 public housing units that are home to about 5,613 residents – making us one of the largest landlords in the State. Units are designated as elderly/disabled, family, and scattered sites developments. We also oversee the administration of more than 2,700 tenant-based and project-based Section 8 vouchers, most of which allow low-income families to rent in the private market and host a variety of support programs to help our residents and participants meet their wellness, financial, and employment goals no matter what their age or ability. In addition to in-house services, the PHA provides a wide array of referrals to partners across the state.

The PHA is a quasi-governmental organization, governed by a Board of Commissioners appointed by the Mayor and Providence City Council, and an Executive Director who reports to the Board.

#### **Vision Statement**

PHA, working with its residents, will be a best-in-class leader in creating safe, vibrant communities that promote pathways to opportunities and will be a place where people are proud to live and work.

#### **Mission Statement**

PHA provides and develops quality and safe affordable housing opportunities and services to address the needs of Rhode Island Residents.

# PROVIDENCE HOUSING AUTHORITY

## SCOPE OF WORK

The Providence Housing Authority is seeking qualified vendors for the removal and replacement of the existing steel hydronic distribution piping with new pex piping, as well as the replacement and relocating of circulator pumps, expansion tanks, shutoff valves, fittings, hangers, insulation, and other specified system components in the nine (9) boiler rooms and twenty-eight (28) basements and crawl spaces belonging to the Chad Brown development located in Providence, RI, as part of the **Hydronic Piping Repairs – Chad Brown & Admiral Terrace** project. All work is to be completed in accordance with the Invitation for Bids, Scope of Work, Plans, and Project Manual, as directed by Verdantas, LLC, the Engineer of Record, and to the satisfaction of the Authority.

Verdantas, LLC's Project Manual, Number 16280, dated January 2024, and Project Plans, CS-M301, dated January 2024, are attached to, and included as part of this bid package. All bidders are responsible for the information contained in Verdantas, LLC's documentation.

### Verdantas, LLC Scope of Work:

{Detailed in Appendix E; Bidders are responsible for all information contained within the Project Book and Plans & Specifications}

- For buildings 21 March, 61 March, and 37 Berkshire Street, remove and replace all hydronic piping 2½" and below with PEX, and replace conduits and wiring for circulators.
  - \* *Please Note: Existing steel hydronic distribution piping has already been replaced in buildings 37 Berkshire, 61 March, and 63 March Street.*
- For buildings 53 March, 61 March, 63 March, 65 March, 37 Berkshire, and 57 Berkshire Street, all 4" steel piping is to be removed and replaced with Copper Type L. Provide dielectric unions as needed.
- Remove and replace existing circulation pump with Grundfos Magna 3 Model D 65-120 F and connect power and controls to existing. No substitutions.
- Remove main supply and return piping starting from underground PERMA-PIPE PEX-GARD fitting (do not cut back PERMA-PIPE PEX-GARD piping) – except in boiler rooms – where there is limited demolition.
- All fittings for PEX-GARD piping leading to the exterior of the building, including buildings 262 Chad Brown, 283 Chad Brown, 291 Chad Brown, 100 Fillmore, and 124 Fillmore Street to be replaced.
- Replace existing steel pipe riser from the basement up to the living space units with new PEX and/or copper.
- In buildings with boiler rooms – remove distribution piping from inlet to circulation pump (new isolation valve to be provided by Contractor).
- All piping 3" and below to be pre-insulated PEX A from Uponor, Watts, or MrPEX.
- Transfer piping thru buildings to be Type L copper.
- All insulation to be closed-cell ArmaFlex.
- Isolation valves to be added for each building.
- Distribution system per plans.
- All PEX A and copper piping to be installed per manufacturer's recommendations.
- Remove and replace all expansion tanks within crawl spaces, whether in use or abandoned.
- Remove and dispose of all existing unit heaters and associated piping / wiring within basement crawl spaces.

### **ADD ALTERNATE BID ITEMS**

1. Cover all hydronic piping insulation in basement spaces with PVC Protection Cover.
2. Replace all conduit and wiring from circulation pump breaker to disconnect and pumps.

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### **PHA Summary of Work:**

- The Contractor shall visit and evaluate the existing conditions of the hydronic piping system, and associated equipment / materials of the thirty-seven (37) buildings linked with this project.
- The Contractor shall note that the existing dimensions shown on the plans are approximate and used to describe the Scope of Work.
- The Contractor must field verify all existing conditions, connections, locations, sizes, dimensions, etc., and notify the Authority and Engineer, in writing, of any discrepancies before starting demolition work or performing any work that may change the cost or materials of the project.
- The Contractor shall coordinate all work with the Owner, as all buildings will remain occupied during all phases of construction.
- The Contractor shall provide the Owner with a preliminary schedule of work no later than ten (10) days following the Notice to Proceed and prior to any work commencing at the job site.
- All planned work shall be communicated to the Junior Project Manager at least three (3) days prior to the date of performance of any work before accessing each of the buildings in order to allow time to notify the respective tenants at each of the buildings.
- Before producing any necessary modifications to the work, materials, contract documents and/or drawings, the Contractor shall obtain prior written approval from the Authority's representative.
- The Contractor must install each of the new components of the hydronic piping system at the thirty-seven (37) buildings belonging to this project, all in compliance with all federal, state, and local building codes and regulations.
- The Contractor shall flush all piping in order to purge all rust and sediment prior to buttoning each building.
- Heat is to be operational to all units / buildings and restored prior to the close of each work day.
- The Contractor shall provide before, during, and after photographs for each of the buildings where work is performed.
- The Contractor shall conform to the lines and grades indicated on the drawings and to the directions given by the Engineer, subject to such modifications or additions as the Engineer determines to be necessary during the execution of the work. In such cases, no work will be paid for in excess of the contracted price.

### **Rights of the Owner:**

- The Authority shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision does not relieve the Contractor of the sole responsibility for the care and protection of the work, except such as may be caused by agents or employees of the Authority.
- The Authority or Contractor shall, at the end of each workday, be able to turn on any part of the HVAC system as necessary to supply residents with the required heating. Such actions do not constitute acceptance of the work.
- Neither the final Certificate of Payment nor partial or complete occupancy of the premises by the Authority shall constitute acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to warranties or workmanship.

### **Quality Control:**

- The Contractor shall note that, during the course of the work, the Authority or Engineer may at their discretion secure samples of materials being used from containers at the job site and submit

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them to an independent laboratory for testing and comparison to the specified materials. If test results prove that a material is not functionally equal to the specified material, then:

- ❖ The Contractor shall pay for all testing;
  - ❖ The Contractor shall remove any materials installed that have failed testing, and replace with the specified materials at no additional expense to the Authority;
  - ❖ The Contractor shall remove from the job site any materials not installed that have failed testing and replace with the specified materials at no additional expense to the Authority.
- All materials and parts used in the construction for this project shall be of new and current manufacture.
  - The Contractor shall install all parts and materials in a manner that complies with all manufacturer / supplier guidelines and is acceptable to the Authority and Engineer.
  - If quality control, references, specifications, and/or the manufacturer's data conflict, then the more stringent of the requirements shall govern.
  - Any deficiencies noted during construction inspection shall be corrected by the Contractor and approved by the Authority at no additional expense to the Authority.

### **Warranties:**

- The Contractor shall provide the Authority with all manufacturer warranties, including but not limited to:
  - ❖ a minimum twenty (20) year general warranty for all PEX piping and Type L copper pipes;
  - ❖ a minimum five (5) year general warranty for all pre-insulated PEX A piping;
  - ❖ a minimum two (2) year general warranty for all Grundfos MAGNA3 Model D 65-120 F circulators;
  - ❖ a minimum of one (1) year general warranty for all expansion tanks, isolation valves, and closed-cell Armaflex insulation;
  - ❖ a minimum of one (1) year labor warranty and general warranty for any and all other items installed throughout the performance of this project.

### **Submittals:**

- The Contractor shall provide the Authority with the manufacturer maintenance manuals for any and all items installed throughout the performance of this project.
- All submittals shall contain the following information:
  - ❖ Date of submission and the date of any previous submissions;
  - ❖ Project Title and assigned Contract Number;
  - ❖ Names of the Contractor, Subcontractor, Supplier, and Manufacturer;
  - ❖ Specific product and specification section number;
  - ❖ Relation to adjacent or critical features of the Scope of Work;
  - ❖ Any applicable standards, such as ASTM and / or any Federal specification numbers;
  - ❖ Identification of deviations from the contract documents along with justification for deviations;
  - ❖ Identification of any revisions and number of submissions on re-submittals;
  - ❖ Any additional information as required by the contract documents;
  - ❖ And an 8" x 3" blank space for the Contractor and Engineer stamps.
- The Contractor shall provide the Authority with annotated submittals of any product data for any and all products as well as samples of any product installed as part of this project. If a specific manufacturer or product is requested by the Authority, the Contractor must submit proof of the use of authentic products.

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- ❖ Each submittal shall be annotated to clearly identify the specific product or part installed, and any data specific to installation.
- ❖ Each submittal shall clearly show the specifications, performance characteristics, and capacities of each installed part or product.
- ❖ Each submittal shall include the dimensions and clearances required of each installed part or product.
- ❖ Each submittal shall indicate the specified finish of any part or product installed.
- ❖ Each drawing and diagram submitted shall have any information not pertinent to the work required for this project deleted.
- ❖ All standard information shall be supplemented to provide information which is specific to the work required for this project.
- ❖ The Contractor shall provide a minimum of three (3) office samples of sufficient size to illustrate the functional characteristics of the product, with integrally related parts and attachment devices, and the full range of color, texture, and pattern which is to be provided on a 4" x 4" sample chip.
- ❖ The submitted sample shall have reference to the applicable section of the specifications.
- The Contractor shall make submittals promptly in accordance with the approved schedule and in such sequence as to not delay the work required for this project.
- The Contractor shall submit or resubmit as requested, at a minimum, the following in sets of six (6) copies:
  - ❖ Shop Drawings: Submit one (1) reproducible transparency (sepia) and three (3) opaque reproductions (prints) in addition to what the Contractor will require to perform the work;
    - Shop drawings include circulator pumps, expansion tanks, piping, and fittings.
  - ❖ Product Data: Submit copies of product data required by the Contractor, plus three (3) originals to be retained by the Engineer;
  - ❖ Samples: Submit two (2) samples of each material and the number required in each specification section;
  - ❖ A letter from the material manufacturer indicating that the applicator is approved to install their products and will provide warranty for such installation;
  - ❖ Any and all permits required to perform the work under this project.
- The Contractor shall review all submittals and number all shop drawings and product data prior to transmittal to the Engineer and Authority.
- The numbering system established for submittals shall be agreeable to the Owner & Engineer.
- All submittals and re-submittals shall contain the Authority-assigned Contract Number and the applicable specification section for each product represented in the transmittal.
- The Contractor shall stamp all submittals, initialed or signed and dated by an authorized representative of the Contractor in order to certify:
  - ❖ proper review of the submittal;
  - ❖ proper verification of products, field measurements, and field construction criteria;
  - ❖ and coordination of information within submittal with the requirements of the Scope of Work and contract documents.
- Any submittals without the Contractor's stamp, that are incomplete, or contain numerous errors will be returned to the Contractor without comments. Delays resulting from this shall be the sole responsibility of the Contractor.
- The Contractor's responsibility for deviations in submittals from requirements of the contract documents is not relieved by the Engineer or the Engineer's review of submittals.
- All re-submittals indicating a departure from the Contract, which the Engineer deems to be a minor adjustment with no effect on the contract price or project schedule shall contain the following statement:

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- ❖ “The modification shown on the attached drawings is approved in the interest of the Authority to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or any extension of time, that it is subject generally to all stipulations and covenants, and that without prejudice to any rights of the Authority under the Contract or bonds.”
- The Contractor shall include the transmittal to the Engineer and the Authority of all applicable data relative to as-built conditions as may be required by the Engineer.
- The Engineer shall review all submittals and re-submittals with responsible promptness; affix the necessary stamp, initials, and signature; indicate the requirements for revision and re-submittal, if necessary; and return submittals to the Contractor and the Authority for distribution or re-submission within fourteen (14) calendar days of original receipt.
- The Engineer shall provide the Contractor with an extra set of prints of the Drawings to be used, indicating the locations, elevations, and other as-built conditions.
  - ❖ The Contractor shall keep the marked-up prints up-to-date, with updates to be added on a daily basis, and the prints shall be available for the Authority's inspection at all times. Any inaccuracies or incomplete information shall be corrected immediately.
  - ❖ All markings in the prints shall be done neatly with a red pencil.
  - ❖ The Contractor shall keep the marked-up prints in a safe location, or they may be kept with the Authority's Junior Project Manager.
  - ❖ After review and approval of the As-Built is given by the Engineer, the Engineer will transmit the revised plans to the Authority via AutoCAD.

### **Meetings:**

- The Contractor shall attend the pre-construction conference and weekly construction meetings with the PHA's Project Manager.
- The Contractor shall prepare weekly field reports (with photographs) per building until each building is complete in order to monitor the quality and progress of the work.
- The Contractor's Project Manager shall meet with the Authority's Junior Project Manager and Verdantas' Senior Project Manager for Engineering on a weekly basis to discuss any progress and issues related to the Contract. The Contractor shall prepare and submit a progress report at least one hour prior to the start of scheduled meetings.

### **Pay Applications / Invoices:**

- Prior to submitting the official, monthly invoice, the Contractor shall:
  - ❖ Submit a signed partial payment estimate covering the work performed during the period of the partial payment estimate to the Engineer and Authority at least ten (10) days prior to the due date of each monthly progress payment;
  - ❖ If payment is requested on the basis of materials / equipment delivered or stored on site but not yet installed, the partial payment estimate will need to be signed and approved by the Engineer and accompanied by such supporting data as will establish the Authority's title to the materials / equipment and insurance;
  - ❖ Certify in writing that the project's As-Built Drawings are being maintained accurately and currently, with the signatures of the Contractor's Superintendent and the Contractor's Surveyor.



# PROVIDENCE HOUSING AUTHORITY

## CONTRACTOR RESPONSIBILITIES

### General:

- The Contractor shall supply all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.
- The Contractor shall obtain any permits required to perform work as outlined in the bid documents. The Authority does not pay / get charged permit fees by the city.
- Work is to be performed in accordance with this IFB, scope of work, specifications, and amendments, if any.
- The Authority only recognizes one contractor as party to this contract.
- The Contractor shall promptly submit written notice, within five business days of discovery, to the Authority of observed variance of contract documents from legal requirements.
- The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
- The Contractor shall not make any substitutions for materials without prior written authorization from The Authority.
- The Contractor shall be responsible for all their material, equipment, and other items onsite.
- Storage of materials in public, common or private areas within the project is prohibited.
- The Contractor shall notify the Owner of any long lead items that may impact completion dates.
- The Contractor's Project Manager or Site Supervisor shall participate in project meetings with the Authority Architect and / or Engineer when scheduled.
- The Contractor shall submit a "pencil requisition" to the Authority, Architect and / or Engineer for review and approval prior to submitting an invoice for payment.
- Pencil Requisitions/Invoices shall be in AIA format. Allow 7 business days for review by the Authority and the Engineer.

### Personnel:

- All employees of the Contractor, subcontractors, or other representatives shall be skilled in the type of work for which they are employed on the project and shall work under the direction of a competent superintendent.
- All employees of the Contractor, subcontractors, or other representatives shall be licensed as required by local, state, or federal regulations to perform the type of work for which they are employed on the project.
- All employees of the Contractor, subcontractors, or other representatives shall be legally able to work in the United States.
- The Contractor is responsible for all personnel involved in the work, including those of his direct employ, his sub-contractors and suppliers of materials and equipment and/or labor.
- The Contractor shall enforce strict discipline and good order among employees.
- Should the Authority deem anyone employed in the work incompetent or unfit for their duties, the Contractor shall remove such employee from the work and shall not re-employ them for work within the Authority on this project or any other project without written permission from the Authority. The Contractor shall select and employ the replacement personnel.
- The Contractor, its employees, subcontractors, and or other representatives shall wear identifying company uniform and employee badge while working on the Authority properties.
- The Contractor must submit a sample of their ID badge if requested.
- All personnel shall be neat in appearance and shall conduct their work in a professional manner.
- The Contractor shall not park their vehicles on grassy areas of the properties without written authorization from the Authority.

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### **Apprentices:**

See attached HUD 5370 for additional detailed information regarding Apprentices.

- Apprentices will be permitted to work at less than the predetermined rate noted in Davis Bacon Wage Decision under specific circumstances:
  1. They are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the US Department of Labor.
  2. The allowable ratio of apprentices to journeymen shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  3. If the State or DOL withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices. All employees must then be paid the full Davis Bacon Wage Rate.

### **Site Safety & Precautions:**

- All work performed pursuant to this Contract must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- The Contractor shall supply the Authority with a detailed safety plan, as work will not be allowed to start without this information in place.
- The Contractor shall follow all OSHA safety requirements.
- The Contractor shall supply all safety or warning signs, equipment, plastic covers, barricades, and any other specialty items that may be required.
- The Contractor shall provide adequate protection for all persons and all Authority personnel within the working area.
- The Contractor shall not, at any time, leave work in an unsafe condition or any conditions that might cause personal injury or property damage, but shall continue to work until work is in a safe space to stop.
- The Contractor shall keep the working area sufficiently clear of equipment, material, and implements of service to prevent endangering persons and damage to Authority property and to avoid an unsightly condition. Removal of such items shall be performed promptly upon completion of work.
- At no time shall a Contractor allow anyone other than an employee of the Authority into the construction area.
- The Contractor shall ensure that clear, safe, passage remains available for access of tenants in the building if applicable.
- The Contractor shall secure work site at the end of each day to reduce risk of trespass and to ensure safety.
- The Contractor shall be responsible for removing and protecting any equipment that may interfere with construction operations. Immediately upon completion of construction activities in each area, the Contractor shall return the area to a pre-construction state satisfactory to the Authority.

### **Damage to the Authority Property:**

- The Contractor shall be responsible for repair of any damage to Authority property and restoration of any area disturbed by the Contractors or subcontractor's work to the satisfaction of the Authority's Authorized Representative prior to final payment.
- Any repair and/or restoration of the damaged area shall be performed at no cost to the Authority.



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### **Debris Removal:**

- The Contractor shall be responsible for the physical removal and lawful disposal of all debris generated during construction of this project in accordance with all local, state, and federal requirements. These costs shall be factored into the pricing submitted by the Contractor.
- The Contractor shall not use Authority facilities for the disposal of debris and waste material, whether hazardous or non-hazardous. The trash receptacles on site are not to be used for disposal of construction debris.

### **Sub-Contracting:**

- Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling, or transferring the contract) without the prior written consent of the Authority.
- Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority shall be void and may result in the cancellation of the contract or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

### **Delivery, Storage, and Handling:**

- All materials shall be delivered to the jobsite in new, dry, unopened, and clearly marked containers with the product and manufacturer's name.
- All materials shall be delivered in sufficient quantity to allow for continuity of work.
- All plastic packing shrouds must be removed.
- All materials shall be covered with a secure canvas tarp from top to bottom.
- All materials shall be handled to avoid bending, tearing, or other damage during transportation and installation.
- Equipment shall be selected and operated so it will not damage existing construction or any new materials.
- All materials and equipment shall be handled in accordance with the manufacturer's guidelines.
- Any damage to materials or existing construction caused by the Contractor's failure to protect such, shall be repaired or replaced at no additional expense to the Authority.

### **Keys And Access:**

- The Contractor shall ensure all Authority facilities & materials are secured at the close of each day.
- The Contractor shall coordinate with the Authority a minimum of three (3) days prior to any work performed for access to the basements of each building.
- The Contractor, if issued an electronic key card or keys, shall maintain strict control for the duration of the project.
- The Contractor shall immediately notify the Authority if the key card / key has been lost.
- The Contractor shall return the key card / key to the Authority at the close of the project.

# PROVIDENCE HOUSING AUTHORITY

## PHA INSTRUCTIONS TO BIDDERS

### HYDRONIC PIPING REPAIRS – CHAD BROWN & ADMIRAL TERRACE

#### Project Location:

- **CHAD BROWN**
  - 37-77 Berkshire Street, Providence, RI 02908
  - 244-286 Chad Brown Street, Providence, RI 02908
  - 20-64 June Street, Providence, RI 02908
  - 21-65 March Street, Providence, RI 02908
- **ADMIRAL TERRACE**
  - 80 Admiral Street, Providence, RI 02908
  - 263-291 Chad Brown Street, Providence, RI 02908
  - 90-150 Fillmore Street, Providence, RI 02908

#### Pre-Bid Meeting:

**Tuesday, March 12, 2024, at 10:00 AM EST**

- Address: Providence Housing Authority  
Facilities Management Building  
40 Laurel Hill Avenue  
Providence, RI 02909
- Property tour of Chad Brown & Admiral Terrace basements and boiler rooms to follow.
- Pre-bid meeting notes will be posted to the PHA website, <https://provhousing.org/working-with-pha/vendors/>.
- Nothing said at the pre-bid meeting will change IFB requirements UNLESS an addendum is issued.

#### RFI Deadline and Procedures:

**Monday, March 18, 2024, by 2:00 PM EST**

- Address all pre-bid questions or requests for information pertaining to this project and bid documents to **Roxana Rosario, Junior Project Manager, via email at [rosario@provhousing.org](mailto:rosario@provhousing.org)** with a CC to **Roy Messier, Senior Project Engineer, [rmessier@verdantas.com](mailto:rmessier@verdantas.com)**.
- Allow a minimum of seventy-two (72) hours for a response to any RFI's.
- No RFIs will be addressed after the above deadline.
- RFI responses will be posted to PHA website & emailed to attendees of the pre-bid meeting.

#### Bids Due Date:

**Thursday, April 04, 2024, prior to 10:00 AM EST**

- All bids must be received before the above deadline.
- The Authority will not be responsible for the receipt of bids not properly submitted.
- Bidders must deliver submissions in a sealed envelope, marked “**Hydronic Piping Repairs – Chad Brown & Admiral Terrace**” and addressed to the attention of:

Providence Housing Authority  
Facilities Management Department  
40 Laurel Hill Avenue  
Providence, RI 02909  
ATTN: **Roxana Rosario**

## **PROVIDENCE HOUSING AUTHORITY**

### **Work Schedule:**

- Daily Schedule: Monday – Friday 8:00 AM to 4:00 PM.
- Staging can begin at 7:30 AM each morning.

### **Logistics:**

- Limited space for vehicles, storage, and construction equipment.
- Staging area will be determined at the pre-construction meeting.

### **Estimated Contract Period:**

- The exact start of the project has yet to be defined. However, it will be as soon as is practicable after the bid opening.
- Exact dates will be specified in the “Notice to Proceed.”

# PROVIDENCE HOUSING AUTHORITY

## BID PACKAGE REQUIREMENTS

The Providence Housing Authority is seeking qualified vendors for the removal and replacement of the existing steel hydronic distribution piping with new pex piping, as well as the replacement and relocating of circulator pumps, expansion tanks, shutoff valves, fittings, hangers, insulation, and other specified system components in the nine (9) boiler rooms and twenty-eight (28) basements and crawl spaces belonging to the Chad Brown development located in Providence, RI, as part of the **Hydronic Piping Repairs – Chad Brown & Admiral Terrace** project.

The selected contractor shall provide all labor and materials needed to complete the project in a workmanlike manner. Work shall be done in strict accordance with Terms and Conditions in this Invitation for Bids (IFB), the Architectural Plans, Specifications and Project Manual, provided by Verdantas, LLC and included in this IFB. The project in general comprises:

- For buildings 21 March, 61 March, and 37 Berkshire Street, remove and replace all hydronic piping 2½" and below with PEX, and replace conduits and wiring for circulators.
  - \* *Please Note: Existing steel hydronic distribution piping has already been replaced in buildings 37 Berkshire, 61 March, and 63 March Street.*
- For buildings 53 March, 61 March, 63 March, 65 March, 37 Berkshire, and 57 Berkshire Street, all 4" steel piping is to be removed and replaced with Copper Type L. Provide dielectric unions as needed.
- Remove and replace existing circulation pump with Grundfos Magna 3 Model D 65-120 F and connect power and controls to existing. No substitutions.
- Remove main supply and return piping starting from underground PERMA-PIPE PEX-GARD fitting (do not cut back PERMA-PIPE PEX-GARD piping) – except in boiler rooms – where there is limited demolition.
- All fittings for PEX-GARD piping leading to the exterior of the building, including buildings 262 Chad Brown, 283 Chad Brown, 291 Chad Brown, 100 Fillmore, and 124 Fillmore Street to be replaced.
- Replace existing steel pipe riser from the basement up to the living space units with new PEX and/or copper.
- In buildings with boiler rooms – remove distribution piping from inlet to circulation pump (new isolation valve to be provided by Contractor).
- All piping 3" and below to be pre-insulated PEX A from Uponor, Watts, or MrPEX.
- Transfer piping thru buildings to be Type L copper.
- All insulation to be closed-cell ArmaFlex.
- Insolation valves to be added for each building.
- Distribution system per plans.
- All PEX A and copper piping to be installed per manufacturer's recommendations.
- Remove and replace all expansion tanks within crawl spaces, whether in use or abandoned.
- Remove and dispose of all existing unit heaters and associated piping / wiring within basement crawl spaces.
- The Contractor must field verify all existing conditions, connections, locations, sizes, dimensions, etc., and notify the Authority and Engineer, in writing, of any discrepancies before starting demolition work or performing any work that may change the cost or materials of the project.
- The Contractor shall provide the Owner with a preliminary schedule of work no later than ten (10) days following the Notice to Proceed and prior to any work commencing at the job site.
- All planned work shall be communicated to the Junior Project Manager at least three (3) days prior to the date of performance of any work before accessing each of the buildings in order to allow time to notify the respective tenants at each of the buildings.

## PROVIDENCE HOUSING AUTHORITY

- The Contractor must install each of the new components of the hydronic piping system at the thirty-seven (37) buildings belonging to this project, all in compliance with all federal, state, and local building codes and regulations.
- The Contractor shall provide the Authority with the manufacturer maintenance manuals for any and all items installed throughout the performance of this project.
- The Contractor shall provide the Authority with annotated submittals of any product data for any and all products as well as samples of any product installed as part of this project. If a specific manufacturer or product is requested by the Authority, the Contractor must submit proof of the use of authentic products.
- The Contractor shall submit or resubmit as requested, at a minimum, the following in sets of six (6) copies:
  - ❖ Shop Drawings: Submit one (1) reproducible transparency (sepia) and three (3) opaque reproductions (prints) in addition to what the Contractor will require to perform the work;
    - Shop drawings include circulator pumps, expansion tanks, piping, and fittings.
  - ❖ Product Data: Submit copies of product data required by the Contractor, plus three (3) originals to be retained by the Engineer;
  - ❖ Samples: Submit two (2) samples of each material and the number required in each specification section;
  - ❖ A letter from the material manufacturer indicating that the applicator is approved to install their products and will provide warranty for such installation;
  - ❖ Any and all permits required to perform the work under this project.
- The Contractor shall flush all piping in order to purge all rust and sediment prior to buttoning each building.
- Heat is to be operational to all units / buildings and restored prior to the close of each work day.
- The Contractor shall provide before, during, and after photographs for each of the buildings where work is performed.
- The Contractor shall attend the pre-construction conference and weekly construction meetings with the PHA's Project Manager.
- The Contractor shall prepare weekly field reports (with photographs) per building until each building is complete in order to monitor the quality and progress of the work.

Since the Authority will not be aware of all who may submit bids, it is the responsibility of all bidders to inquire after any amendment(s) issued to this bid solicitation prior to their bid submittal. Bidders are responsible for reviewing in-depth the entire bid package, scope of work, plans and specifications, amendments (if any), and any other information contained in the Invitation for Bids. **All bids are considered final and must be submitted before the deadline.**

**The bid package, as submitted, shall include the following documents (as listed below). The Authority will not be responsible for the receipt of bids not properly submitted.**

1. Bid Form (Notarized Original)
2. Letter of Surety
3. Bid Bond
4. HUD Form 5369-A
5. Company Profile Form
6. Non-Collusive Affidavit (Notarized Original)
7. Vendor Disclosure Agreement
8. Copy of RI Contractor's License

## PROVIDENCE HOUSING AUTHORITY

By completing, executing, and submitting a bid, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Authority, including the contract Terms and Conditions included in Appendix C. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

### **Additional forms to be submitted by lowest responsible and responsive bidder for further evaluation by the Authority prior to contract award:**

1. Client References Form, Minimum of three (3) references of similar projects
2. List of all Subcontractors (All subcontractors subject to review and approval by the Authority)
3. Fair Employment Practice Statement (Notarized original)
4. Certification of Davis Bacon Prevailing Wage Rates

### **Additional Bidder Credentials:**

- Company must be registered on Sam.gov ( <https://sam.gov/content/home> ).
- Company must not be barred from doing business with HUD / receiving Federal Funds.

### **Insurance:**

- The winning bidder will be required to name the Authority as an additional insured and maintain the insurance for the duration of the Contract.
- The winning bidder will be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The liability coverage shall be a minimum of \$1,000,000.00 per occurrence.
- The winning bidder shall furnish the Authority a Certificate of Insurance evidencing that, Builder's Risk (Fire and Extended Coverage) Insurance on all work in place and / or materials stored at the construction site, including foundations, and building equipment, is in force.
- Proof of such coverage must be presented to the Authority upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.
- The Contractor is responsible for the full cost of any loss.

### **Licenses & Permits:**

- The Contractor will ensure all required licensing requirements are met.
- The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract.
- The Contractor shall provide to the Authority copies of these and any other required licenses.
- Failure to maintain licenses in current status during this Contract shall constitute a material breach.
- The Contractor is responsible for complying with all governmental licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the Contractor to determine the applicability of any rule, regulation or other training or certification requirement.
- **The Authority is exempt from the payment of any and all taxes and fees to the State of Rhode Island and City of Providence.**

### **Wage Requirements:**

- Davis Bacon prevailing wages apply on all phases of the project.

## PROVIDENCE HOUSING AUTHORITY

- Wage determinations are effective by operation of law even where they have been mistakenly omitted from a contract.
  - The Authority has the authority to retroactively modify contracts to include missing or correct Davis Bacon Wage Decisions (DBWD) and contract clauses.
  - The Contractor will have an opportunity to adjust their payroll fees, for AFFECTED wage classifications when the clauses and/or DBWD's are retroactively incorporated. Changes must be submitted to the Authority by the deadline provided by The Authority.
- The Contractor will be required to post the wage rates on site, visible to all employees of the project.
- Compliance with Davis Bacon Wage Decision is required at time of Contract Execution and for full duration of the project.
- The Prime Contractor is responsible for ensuring all subcontractors comply with Davis Bacon Prevailing Wage decisions.
- Failure to abide by Davis Bacon Prevailing Wage requirements shall constitute a material breach of contract.
- All employees performing labor at the project jobsite(s) must be paid wages no lower than found in the most recent prevailing wages decision of the U.S. Department of Labor (DOL), **Davis-Bacon Act Wage Decision No. RI2024002, Modification 1, Dated 02.23.2024** or as amended ten (10) days prior to bid opening.

### Change of Davis Bacon Wage Determination {October 2023}:

Davis Bacon Wage Determinations shall be updated after contract signing under the below circumstances:

- *The contract was changed to include **additional, substantial construction** not within the original scope of work.*
- *The contract was changed to require the contractor to perform work for an **additional time period not originally obligated**, including when an option is exercised on a contract.*
- Long-term contracts, requiring construction over a period of time, that are not tied to the completion of any particular project, long-term operations and maintenance contracts wage decisions shall be updated **annually**.

### Certified Payroll Requirements:

- **Certified payroll documents must be submitted weekly via certified email (i.e.: DocuSign) by a verifiable, authorized signatory for the Company. Scanned documents no longer comply.**
- Certified Payroll must be completed using the latest U.S. DOL Form WH-347.
- The General Contractor (i.e., Prime Contractor) shall be responsible for the compliance by any subcontractors, agents or assigns to DBRA requirements.
  - The General Contractor shall confirm all proper wages and benefits are being paid correctly and in accordance with DBRA requirements.
  - The General Contractor shall be liable for the non-compliance of its employees, subcontractors, agents, and assigns.
  - The General Contractor shall be required to pay back wages on behalf of their subcontractors, agents, and assigns.
  - The General Contractor may be subject to debarment in appropriate circumstances due to subcontractor's violations.
- The General Contractors and subcontractors shall maintain DBRA contracts, subcontracts, and related documents, as well as worker telephone numbers and email addresses.
- The General Contractor and subcontractors shall maintain the required records for a minimum of three (3) years after all the work on the prime contract is completed.



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- Statements or notices containing a breakdown of the fringe benefit rate(s) without sufficient supporting documentation are not acceptable forms of verification.
  - The Contractor's own administrative costs are **not** creditable as fringe benefits even when the Contract pays a third party to perform such tasks. However, costs incurred by third parties directly related to administration and delivery of bona fide fringe benefits to Contractor's laborers and mechanics are creditable. If uncertain, the Contractor shall contact WHD for review.
- All contractors who indicate on payrolls that fringe benefits are paid in approved plans must provide **verification** in the form of statements to third parties, union report forms, etc., along with copies of checks to those plans.
- All contractors who have apprentices on the job will be required to provide DOL verification and any other verifications required by HUD regulations.
  - Any apprentices noted on payroll forms in excess of allowable ratio permitted under the registered program shall be paid NOT less than the applicable Davis Bacon Wage Rate.
  - Every apprentice must be paid no less than the rate specified in the registered program for the apprentice's level of progress.
  - Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.
    - IF the program does NOT specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the Davis Bacon Wage Rate
    - All apprenticeship programs must follow the ratio and wage rate standards established for Rhode Island, regardless of where their company's main office is located.
- Failure to provide payroll reports and benefit statements on a weekly basis shall constitute a material breach of the contract.
- Refer to the following website for a video demonstrating the process of filling out a certified payroll report <https://www.youtube.com/watch?v=wI9ekEHoAvg>.

### **Labor Violations:**

- Contractors submitting a bid shall provide with the bid on the company letterhead a list of any work practice and/or labor violations received by OSHA, EPA, Dept. of Labor, within the last five years, for **all** States where the Contractor is registered.
- Contractors failing to disclose violations with the bid will have their bid rejected.
- The Authority reserves the right to reject any bid based on the severity and number of violations received.

### **Bid Guaranty:**

- All bids must be accompanied by a **Bid Guaranty** in the form of a certified check, treasurer's or cashier's check drawn on a responsible bank or trust company or a **satisfactory bid bond**, executed by bidder and a surety holding a Certificate of Authority as Acceptable Surety on Federal Bonds and authorized to do business in the State Of Rhode Island. Bid Bonds/ Surety(s) must be **originals with notarized signatures.**
- Bid Guaranty is **ten (10%) percent** of the bid amount.
- Checks and bid bonds shall be made payable to The Housing Authority of the City of Providence, Rhode Island.
- The Bid Bond, unless otherwise agreed by the owner, may become the property of the owner as liquidated damages if, after a Notice of Award is made, the bidder shall fail to enter the required contract within ten (10) days after the Notice of Award is mailed or delivered to the bidder.



## PROVIDENCE HOUSING AUTHORITY

### **Performance and Payment Bonds:**

- An **original, notarized, fully executed**, letter of intent from a Surety, found to be acceptable by The Authority, to execute a Performance and Payment Bond is to accompany all bids submitted.
- See HUD 5369 Section 10, Assurance of Completions for additional information.
- The said Surety must be on the latest Department of Treasury's Listing of Approved Sureties (Department Circular 570).
- The party to whom the Contract is awarded shall obtain the Performance & Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award and shall be accompanied by the signed Contract.
- The Contractor shall furnish Performance and Payment bonds, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Owner.

### **Cost Incurred in Responding:**

- All costs directly or indirectly related to preparation of a response to this Invitation for Bids, or any oral presentation required to supplement and/or clarify the submittal which may be required by the Authority shall be the sole responsibility of and shall be borne by the Offeror.
- Each firm, by submitting its proposal waives any claim for liability against the Authority as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

### **Contract Compliance Statement:**

- The Bidder shall state their compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Bidders must state compliance with the terms of this Invitation for Bids (see attachments).
- The Bidder must demonstrate that the bid meets **all** applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the Bidder to determine the applicability of any rule, regulation, or other requirement.

### **Equal Employment Opportunity:**

- The Bidder shall affirm that it does not have or subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender, gender identity, disability, or any other protected class, and that it has not been charged or found guilty of such discriminatory practices.

### **Diversity Business Enterprise (DBE) Program Requirements:**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the bidder shall make efforts to ensure that minority, women, and small business enterprises are utilized whenever possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

## **PROVIDENCE HOUSING AUTHORITY**

- Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.
- Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small firms owned or controlled by socially and economically disadvantaged individuals. The proposed subcontracting firms must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting of services provided herein will be allowed without the express prior written consent of the Authority.

### **Reservation of Rights:**

The Providence Housing Authority reserves the right:

- To reject any or all bids, to waive informality in the IFB process, or to terminate the process at any time, if deemed to be in its best interest.
- Not to award a contract pursuant to this IFB.
- To terminate a contract award pursuant to this IFB, at any time at its convenience upon ten (10) days written notice to the successful bidder(s).
- To determine days, hours, and locations that the bidder(s) shall provide services called for in this IFB.
- To retain all bids submitted in response to this IFB, and no firm shall be allowed to withdraw said bid for a period of Ninety (90) days after the deadline for receiving bids without the written consent of the Authority's Contracting Officer (CO).
- To negotiate the fees proposed by the bidding entity.
- To reject and not consider any bid that does not meet the requirements of this IFB, including but not limited to incomplete bid and/or bids offering alternate or non-requested services.

### **Breach of Agreement:**

- If the Contractor fails to fulfill any obligation under a contract in a timely and proper manner or if it shall violate any of the terms of a contract, the Authority shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

### **Termination:**

- The Authority shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to Authority approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.
- Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by virtue of any breach by the Contractor.
- Omissions of Wage Determinations and Contracts Clauses.

## PROVIDENCE HOUSING AUTHORITY

If The Authority terminates a contract due to missing contract clauses or wage determinations, The Authority shall withhold, cross-withhold, and/or otherwise identify and obligate sufficient funds through a termination settlement agreement drafted by The Authority to pay any necessary back wages. The Contractor shall sign said termination settlement agreement and shall comply with its terms.

### **Termination of Contract for Cause:**

- If, through any cause, the Contractor shall fail to fulfill in timely and proper manner any obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

### **Termination of Convenience by Authority:**

- The Authority may terminate this Contract at any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.
- Termination of this contract can be for other reasons, as noted in HUD 5370 {attached}.

# PROVIDENCE HOUSING AUTHORITY

## BID EVALUATION

All bids received by the date and time of receipt specified in this solicitation will be publicly opened and read aloud by **Roxana Rosario, Junior Project Manager**. The time and place of opening will be as specified in this solicitation. Bidders and other interested people may be present.

- At the bid opening day the Authority will only disclose company name of each bidder; and calculated total bid amount.
- A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards.
- The bids will not be made available for inspection by anyone at this time. The Authority will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible.
- Bids will be available for inspection by the public after the award has been completed.
- Award of a contract will be to the lowest **responsible** and **responsive** bidder.
  - **The Authority believes vendors who attended the Pre-Bid Meeting are more likely to submit to the Authority more responsible / responsive Bids.**
  - **Bidders are strongly encouraged to attend the Pre-Bid Meeting and Site Visit.**
- Bidders must meet the qualifications stated in the bid package and Scope of Work.
- Bidders will be required to demonstrate their ability to perform the work based on their **understanding of the project's requirements – including seeing first-hand existing conditions at the Pre-Bid Meeting**, prior work history, previous experience, satisfactory references, technical proficiency, and ability to provide **qualified manpower**.
- The Authority reserves the right to reject the low bid price, if, in the opinion of the Authority, that bidder is determined not to be the best-qualified bidder or to be deficient in experience, **understanding of the project's requirements**, technical proficiency or unable to provide qualified manpower to meet the specification.
- The Authority may waive any informalities in the bids and may reject any or all bids.
- All prices are considered firm.
- No bid may be withdrawn within 90 days after the date of the bid opening.
- The final determination of the winning bidder will be at the sole discretion of the Authority.
- Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.
- Depending on the amount of the award, it is possible that the Authority may take such contract award to the Authority's Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- **The Authority considers all amounts final. Change Orders will be scrutinized and will not be considered for existing conditions that are known or that Bidder should have known. This includes but is not limited to conditions present at the Pre-Bid Meeting.**

### **Responsive Evaluation:**

After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Authority in a timely manner (in any case, in no less than 5 days after such determination is made).

## PROVIDENCE HOUSING AUTHORITY

### **Responsible Evaluation:**

The Authority will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Authority the required services). If the Authority ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Authority may proceed with award.

If the Authority determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Authority in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Authority may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.



(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

#### **9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

#### **10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

#### **11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

#### **12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.



- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

## 20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

**Administrative Requirements**

**25. Contract Period**

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

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

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.



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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# PROVIDENCE HOUSING AUTHORITY

## PHA SPECIAL INSTRUCTIONS THAT PERTAIN TO FORM HUD-5370

The parties agree that the following additional terms and conditions supplement and are incorporated into the contract's General Conditions. If any provision of this document conflicts with any provision of any other pertinent contract or document, then the provision required by HUD, and/or that is most beneficial to the Providence Housing Authority (PHA), shall govern.

### **1. Definitions:**

**(d)(1)** "Subcontractor" means the person or other entity entering into a contract with the Contractor to perform any of the work required under the Contract. ii. "Subcontractor" also means the person or other entity entering into a contract with a Subcontractor to perform any of the work required under a subcontract. The Contractor shall be fully liable for the actions and/or inactions of all subcontractors and fully releases PHA of any liability. Remedies for any actions and/or inactions of subcontract(s) shall be the full responsibility of Contractor, not the PHA.

**(m)** "In writing" / "written" refers to email communication and/or print format, but not texts.

### **2. Contractor's Responsibility for Work:**

**(i)** Before commencing any work, the Contractor shall submit in writing to the Contracting Officer the name of the superintendent to be employed. Written approval of the superintendent by PHA is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with prior written approval of the Contracting Officer. If the PHA, in its sole discretion, requests that the Contractor replace the superintendent, the Contractor shall do so within ten (10) calendar days.

**(j)** Confine storage of materials and equipment to suitable portion of building or site. Relocate stored materials and equipment as required or as directed. If the Contractor desires partial payment for off-site storage of contract-related materials, the Contractor shall submit to the PHA written request and justification for each storage location and type of material.

**(k)** The Contracting Officer will assign space, if available, for a temporary field office and storage of supplies and equipment. If no space is available, the Contractor shall provide such space in the form of trailers or temporary structures that sufficiently secures and protects said materials. If the PHA desires a job office, the Contractor shall provide at no cost a plan desk and working telephone for the Contracting Officer.

**(l)** The Contractor and subcontractors shall: manage project and trades' work to avoid any delay(s); cooperate with all concerned to expedite work; afford other contractors and trades every reasonable opportunity to progress with work; minimize conflicts with all personnel; coordinate necessary adjustments in work locations; work with diligence and keep as large a force at work as is compatible with safe, rapid work progress; and cause material to be delivered to site to ensure uninterrupted progress of work.

**(m)** Because the premises, or portions thereof, are occupied, the Contractor shall: cause work to be done as safely and expeditiously as possible, minimizing inconvenience to occupants; maintain unobstructed ingress and egress along roadways, walks, lobbies, and corridors except as approved in writing by the Contracting Officer; follow all pertinent safety protocols; schedule work as agreed to in writing by the Contracting Officer.

## **PROVIDENCE HOUSING AUTHORITY**

**(n)** The Contractor shall: take every reasonable precaution to minimize injury to persons and property due to inclement weather of any type; repair or replace damage caused to any part of work or site to the complete satisfaction of the Contracting Officer at no cost to the Contracting Officer. The Contractor shall be fully and exclusively liable for any damage to person(s) and/or property.

**(o)** The Contractor shall not use the PHA's containers for the disposal of excess waste materials or rubbish unless the Contractor obtains prior written consent from the Contracting Officer.

### **6. Construction Progress Schedule:**

**(d)** The Contractor shall honor all time constraints stated in the specifications. Breach of this provision shall be grounds for termination for convenience by the PHA.

### **9. Specifications and Drawings for Construction:**

**(j)** The Contractor shall provide to the PHA one (1) print and one (1) electronic copy of all shop drawings for prior approval by the PHA of all work and materials.

**(k)** The Contractor shall provide to the PHA one (1) copy of the contract drawings and specifications and one (1) electronic copy of additional instructions at no cost to the PHA. Additional copies, if requested by the PHA, shall be provided at the Contractor's cost.

**(l)** The Contractor shall: carefully review plans and shall not be relieved of any duty/ies due to furnish / install item(s) due to missing written specifications; it is the Contractor's duty to ask the PHA if the Contractor is uncertain about any detail; the Contractor shall provide items such as attachments, hangers, screws, bolts, and the like that are necessary but may not be specifically indicated.

### **11. Material and Workmanship:**

**(d)** The Contractor shall: perform all work in compliance with all applicable laws, municipal codes, industry best practices, regulations, licensure and the like, including compliance with applicable specifications; install work plumb and level, true to line, secured and braced rigidly in accordance with best practices; provide supports and fastenings as required; and employ only licensed, in good standing, qualified personnel.

**(e)** The Contractor shall be responsible for, and shall warrant, all necessary cutting and patching for trades.

**(f)** Installers of materials shall: first examine conditions under which their work is to be done; notify Contractor of conditions detrimental to proper and/or timely completion of work; and shall not proceed with work until unsatisfactory conditions have been corrected. Commencing work is evidence that the Contractor / installer accepts such conditions and liability.

**(g)** The Contractor shall: thoroughly protect all work and materials; provide and use boards, cloths, planks, waterproof paper, canvas, and/or other approved protection as necessary to prevent damage; replace or rectify work or materials damaged by any cause to the full satisfaction of the PHA, at no cost to the PHA.

### **12. Permits and Codes:**

**(c)** The PHA is exempt from the payment of any taxes or fees to the State of Rhode Island or any subdivision thereof; as a public body, the PHA has no exemption certification number.

## **PROVIDENCE HOUSING AUTHORITY**

**(d)** The Contractor shall not display signs or advertising of any type on-site except with prior written approval from the Contracting Officer.

### **15. Availability and Use of Utility Services:**

**(c)** PHA will pay the worksite-related cost of water and electrical power only if it can reasonably be made available to the Contractor.

### **27. Payments:**

**(l)** The Contractor shall submit a "pencil-requisition" to architect (if applicable) and to PHA for review and approval. Once the Contractor has received approval on pencil-requisition, the Contractor shall submit a notarized payment requisition to the Architect for the Architect's notarized signature. The Architect shall forward the notarized approved pay application to the PHA for final approval within seven (7) days of the Architect's receipt of same from the Contractor. Once approved, the PHA shall process same for payment. Final Payment of retainage shall be held until the project has received final approval from the PHA and/or Municipal Authority (i.e.- Certificate of Occupancy, sign-off from the Fire Dept., and the like), and/or all so-called "punch list" items have been completed to the PHA's reasonable satisfaction.

**(m)** No error, omission, or act of forbearance by the PHA in verifying or certifying to the accuracy of the amounts indicated on the Periodical Estimates for Partial Payment shall relieve the Contractor from any responsibility under the Contract. Without prejudice to any other right or remedy, the PHA may decline to certify payments of a Periodical Estimate for Partial Payment or, due to subsequently-discovered evidence or observations, may nullify the whole or any part of any Periodical Estimate for Partial Payment previously approved or paid to such extent as may be necessary to protect the PHA from loss due to: damage to the PHA; defective work not remedied; the Contractor's failure to carry out the work in accordance with the Contract documents; reasonable evidence, in the PHA's sole discretion, that the work cannot be completed for the unpaid balance of the Contract Sum; and/or reasonable evidence, in the PHA's sole discretion, that the work will not be completed within the Contract Time.

**(n)** When the grounds listed above are remedied to the PHA's satisfaction, payment will be made for amounts withheld due to said grounds. If the PHA, in its sole discretion, chooses to accept defective or non-conforming work, the PHA may do so instead of requiring its removal and correction and a Change Order shall be issued to reflect the reduced Contract Sum that is appropriate and equitable per the PHA's sole discretion. Such reduction shall be executed whether or not final payment has been made. Each Periodical Estimate for Partial Payment shall be accompanied by a Certificate and Release of Prime Contractor and/or Certificate and Release of Subcontractor and/or Material Supplier forms, attached, fully executed as of the date of the Periodical Estimate by the Contractor and subcontractors and major materials suppliers.

### **29. Changes:**

**(k)** The Indirect Costs noted in subparagraph (f)(2) shall not exceed ten percent (10%) of the Direct Costs, and the Profit noted in subparagraph (f)(3) shall not exceed five percent (5%) of the Total of the Direct and Indirect Costs.

### **30. Suspension of Work:**

**(d)** To be entitled to delay damages, the Contractor must show each/all of the following elements to the jurisdiction's prevailing legal burden of proof standard and using the reasonable person standard:



## PROVIDENCE HOUSING AUTHORITY

(1) contract performance was in fact delayed by the PHA; (2) the cause of delay was within the PHA's/ Contracting Officer's control; (3) the delay continued for an unreasonable period of time; (4) the delay injured the Contractor in the form of additional expenses or loss damages; (5) the Contractor met its legal duty to mitigate damages in a competent and expedient manner; and (6) such expense or delay has a direct causal relationship to damages incurred.

### **31. Disputes:**

**(g)** All claims, disputes, and other matters in question arising out of or relating to this Contract or the performance or interpretation thereof shall be submitted to arbitration as provided for per state law, unless the PHA selects mediation as a more expedient first step. If mediation fails, then the matter shall be arbitrated.

### **33. Liquidated Damages:**

**(d)** Because actual damages due to delay in completion of the work are impossible to determine, the Contractor and its Sureties shall be liable for and shall pay to the PHA the sum and rate indicated as fixed in subparagraph (a), agreed as liquidated damages for each calendar day of delay beyond the Contract Period until the work is complete to the PHA's sole satisfaction. Such sums may be withheld from payments due the Contractor or collected from the Contractor in any manner provided by law. Any costs incurred by the PHA in such collections / breach, including reasonable attorneys' fees, shall be paid by the Contractor. The date of completion shall be the date following final inspection and acceptance of the work for use by the PHA.

### **36. Insurance:**

**(d)** Despite the last sentence of subparagraph (b), regardless of whether the modernization work involves structural alterations or additions, because the PHA's fire and extended coverage policy cannot include such work without unreasonable costs, the Contractor shall obtain at its cost this insurance for the work.

**(e)** The Certificates of Insurance noted in subparagraphs (a) and (b) shall indicate that the policy holder has added the PHA as an Additional Insured. At least ten (10) days *prior to* the Contractor's commencement of work, the Contractor shall provide to the Contracting Officer a copy of the actual Insured's Policy Endorsement showing the Contractor has added the PHA as an Additional Insured on the Contractor's policy/ies.

**(f)** Hold Harmless and Indemnification. Nothing in this Agreement shall be construed to mean that PHA assumes any liability for damages or otherwise pertaining to accident(s) or injury to person(s) or property, including but not limited to accidents arising or resulting from the Contractor's personnel, equipment and/or operations. The Contractor shall be solely responsible for supervising all of its own, and its subcontractors' personnel, equipment, and operations including but not limited to loss(es) arising from the acts of its own and/or subcontractor staff. The Contractor shall provide whatever attendant personnel, warning signage, barriers, and/or other controls and cautions to assure safe operation and completion of the work. The Contractor shall at all times be solely responsible and liable for the safe and proper operation of any equipment used in connection with the work. Except to the extent caused by the blatant negligence of the PHA, the Contractor shall indemnify, protect, and hold harmless the PHA to the fullest extent permitted by law, from and against all liabilities, costs (including reasonable attorneys' fees), losses and claims of any kind or nature imposed on, incurred by, or asserted against the PHA arising out of the active or passive negligence or willful actions of the Contractor, and/or its subcontractors, in any way connected with the execution of the work, operations, and/or equipment. The Contractor shall, at its own expense, pay all expenses and provide

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attorneys reasonably acceptable to the PHA to defend and/or seek enforcement of the provisions hereof on behalf of the PHA regarding indemnity contained herein. The terms and conditions of this provision shall survive the term/period of performance of this Agreement.

### **37. Subcontracts:**

(f) Before entering into a subcontract for any work for the PHA, the Contractor shall obtain from the PHA, complete, and submit to the PHA a Request for Acceptance of Subcontractor form. The PHA's acceptance of the completed form will not be unreasonably withheld.

### **38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms:**

(f) The Contractor shall, to the fullest extent feasible, affirmatively seek to employ, and in fact employ, the above-captioned persons and firms in all phases of this contract. This includes but is not limited to proposal preparation, purchasing materials, supplies, and services; hiring subcontractors, sourcing supplies, equipment, construction, and services.

(g) Contractors and subcontractors shall submit and gain the PHA's approval of a statement outlining the Contractor's MBE/WBE Affirmative Action Plan to assist in furthering this policy / requirement and shall certify to their compliance therewith, indicating the results of their actions before the award of any subcontract or purchase of materials. The Contractor's Affirmative Action Plan shall include but not be limited to the requirements articulated in the General Conditions document, paragraph 38, using the services of the RI Minority Business Enterprise Compliance Office, RI Dept. of Administration, One Capitol Hill, Providence, RI 02908; Dorinda Keene at 401-574-8670.

(h) Minority Business Utilization Commitment.

(1) The PHA's goal is to award at least twenty percent (20%) of the dollar value of the total of modernization contracts, including construction contracts and subcontracts for this work, to minority and women's business enterprises; the Contractor shall adopt the same goal in purchasing, awarding subcontracts, and approving subcontracts by subcontractors. At a minimum, the Contractor shall make every reasonable effort to expend at least twenty percent (20%) of the Contract's dollar amount with certified MBE/WBEs, as subcontractors and suppliers of materials and/or services. Except in exceptional circumstances and only with the approval of HUD, no partial or complete waiver of the above requirement will be granted by the PHA. To justify a waiver, it must be shown that the required steps of the Contractor's approved Affirmative Action Plan were duly executed but to no avail. (2) The Contractor shall keep such records as are necessary to determine compliance with its Minority Business Enterprise Utilization obligations. These records shall include:

- (i) A Minority Business Utilization Report, in the attached form, within ten (10) days after notification by the PHA that the Contractor is the lowest responsible bidder. Failure to show an adequate intention to utilize MBEs may constitute a breach of this bidding requirement, preventing award of the contract. The Bidder/Contractor shall furnish to the PHA a Minority Business Utilization Report with each Requisition for Payment that shows the actual MBE utilization; and
- (ii) The number of minority and non-minority contractors, suppliers, and subcontractors; and the type of work, materials or services being performed or incorporated in this project; and
- (iii) The efforts and progress being made to seek out minority contractor organizations and individual minority contractors for work on this project; and
- (iv) Documentation of all correspondence, contact, telephone calls, and the like to obtain the services of minority business enterprises on this project; and

## **PROVIDENCE HOUSING AUTHORITY**

(v) All such records shall be maintained for three (3) years following final acceptance and payment and will be made available by the PHA for inspection during business hours.

### **39. Equal Employment Opportunity:**

The Contractor and its subcontract(s) shall comply with all applicable Federal and state laws and regulations and shall have the duty to provide current proof of same to the PHA.

### **46 Labor Standards – Davis Bacon and Related Acts:**

(a)(2)(i)(D) The bidding Contractor shall complete and submit to the PHA HUD Form 4230A (Exp. 8/31/2022), attached, for work that is not comparable to one in the wage determination.

(a)(2)(i)(E) Each Contractor or subcontractor shall: submit a completed form for each payroll week from the time work begins until work is completed; identify the initial and final reports accordingly; and shall submit a form for every week where no work was performed, indicating same. Compliance by subcontractors with prevailing wage reporting requirements shall be the responsibility of the Contractor, and the conditions relating to minimum rates of pay shall be included in subcontracts.

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## **APPENDIX A**

### **FORMS TO BE SUBMITTED TO PHA WITH THE BID PACKAGE**

- BID SUBMISSION FORM
- FORM HUD 5369-A: REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS OF BIDDERS
- COMPANY PROFILE FORM
- NON-COLLUSIVE AFFIDAVIT
- VENDOR DISCLOSURE AGREEMENT

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**BID SUBMISSION FORM**

**Project:**        **Hydronic Piping Repairs – Chad Brown & Admiral Terrace**

**Bid Due:**        **Thursday, April 04, 2024, by 10:00 AM EST**

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

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

Owner / Officer Title: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

**To:**  
Providence Housing Authority  
Facilities Management Department  
40 Laurel Hill Avenue  
Providence, RI 02909

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**(1.)** The undersigned, having become familiar with the local conditions affecting the cost of the work and project requirements for the **Hydronic Piping Repairs – Chad Brown & Admiral Terrace** project at the above properties located in Providence, Rhode Island, including Bidding Requirements, Contract Documents, Drawings, Technical Specifications and Amendments, if any thereto, and on file at the office of the Authority, hereby proposes to furnish all labor, materials, equipment and services required to complete the work, all in accordance therewith for the following sums of money.

**Notes:**

- \* *Providence Housing Authority is Tax Exempt.*
- \* *Bids shall be both written in words and shown in figures.*

**PROJECT TOTAL:** LABOR AND MATERIALS (FROM BREAKDOWN OF BID PER BUILDING):

\_\_\_\_\_ \$

Words

Figures

**PROVIDENCE HOUSING AUTHORITY**

**BREAKDOWN OF BID PER BUILDING**

<b>244 CHAD BROWN STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>262 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>286 CHAD BROWN STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	



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<b>270 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>20 JUNE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>29 MARCH STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>21 MARCH STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>35 MARCH STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>39 MARCH STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>53 MARCH STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>37 BERKSHIRE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	



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<b>57 BERKSHIRE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>61 MARCH STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>63 MARCH STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>65 MARCH STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>58 JUNE STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>77 BEKRSIRE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

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<b>34 JUNE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>48 JUNE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	



**PROVIDENCE HOUSING AUTHORITY**

<b>64 JUNE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>263 CHAD BROWN STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>275 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>279 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>283 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>285 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>108 FILLMORE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>100 FILLMORE STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	



**PROVIDENCE HOUSING AUTHORITY**

<b>90 FILLMORE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>124 FILLMORE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>150 FILLMORE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>104 FILLMORE STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>94 FILLMORE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>128 FILLMORE STREET (BOILER ROOM)</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>80 ADMIRAL STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>289 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	



**PROVIDENCE HOUSING AUTHORITY**

<b>291 CHAD BROWN STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

**PROVIDENCE HOUSING AUTHORITY**

<b>130 FILLMORE STREET</b>	
<b>TYPE OF WORK</b>	<b>COST STRUCTURE</b>
Replace Existing Steel Hydronic Piping w/ New PEX (Pipes 2½" and below)	
Replace Conduits & Wiring for Circulators	
Replace 4" Steel Piping w/ Type L Copper + Dielectric Unions	
Remove & Replace Existing Circulation Pump w/ Grundfos MAGNA 3 Model D 65-120 F	
Remove Main Supply & Return Piping from Underground PERMA-PIPE-PEX	
Replace PEX-GARD Pipe Fittings	
Replace Existing Steel Pipe Riser w/ New PEX or Copper	
Remove Distribution Piping	
Pre-Insulated PEX A (Pipes 3" and below)	
Type L Copper Transfer Piping Thru Buildings	
Closed-Cell ArmaFlex Insulation	
Isolation Valves	
Remove & Replace Expansion Tanks	
Remove & Dispose of Unit Heaters and Associated Piping / Wiring	
PVC Elbow Protection Covers on Hydronic Pipes	
Box-outs & Remove Connections from Sand	
Full System Flush	
Mobilization / Demobilization	
<b>TOTAL COST PER BUILDING</b>	

## PROVIDENCE HOUSING AUTHORITY

The Bidder acknowledges below, by number and date, the receipt of Amendments to this solicitation of bids.

AMENDMENT #	ISSUE DATE OF AMENDMENT	DATE OF RECEIPT OF AMENDMENT

- (2.)** In submitting this bid, it is understood that the right is reserved by the Authority to reject any and all bids and to waive any informalities in the bidding. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within 90 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond and certificates of required insurance within seven (7) days after the contract is awarded to him.
- (3.)** Bid Guaranty in the sum of **ten (10%)** percent of the bid sum, in the form of \_\_\_\_\_ is submitted herewith in accordance with the Instruction to Bidders.
- (4.)** Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
- (5.)** The bidder represents that he **( ) has, ( ) has not** participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10923, 1114, or 11246 or the Secretary of Labor: that he **( ) has, ( ) has not**, filed all required compliance reports; and those representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. The above representation need be submitted only in connection with contracts or subcontracts exceeding \$10,000.00.
- (6.)** Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at a location, under his control, where segregated facilities are maintained. He certified further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities, provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

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

# PROVIDENCE HOUSING AUTHORITY

Vendor Address:

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Telephone:

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Email:

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Federal ID Number:

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Contractor Registration Number:

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MBE/WMBE Registration Number:

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**Subscribed and sworn to before me this**

\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_, 20\_\_.

Vendor Name:

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By:

---

---

Title:

---

---

Signature and Date:

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**Owner**, if bidder is an individual.

**Partner**, if bidder is a partnership.

**Officer**, if bidder is a corporation, affix seal.

{Corporate Seal}



**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



# PROVIDENCE HOUSING AUTHORITY

## COMPANY PROFILE FORM

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

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

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

Please attach a brief biography / resume of the company, including the following information:

- a) Year Firm Established;
- b) Year Firm Established in RI, if applicable;
- c) Former Name and Year Established, if applicable;
- d) Name of Parent Company and Date Acquired, if applicable;

**IDENTIFY PRINCIPALS / PARTNERS IN FIRM**

Name	Title	% Of Ownership

Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on the project and submit a brief resume for each.

Name	Title

Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male)	Public-Held Corporation	Government Agency	Non-Profit Organization
%	%	%	%

Minority Business Enterprise (MBE) or Woman-Owned Business Enterprise (WBE). Qualifies by virtue of fifty-one percent (51%) or more of ownership and active management by one or more of the following:

<b>African American</b>	<b>Native American</b>	<b>Hispanic American</b>	<b>Asian/Pacific American</b>	<b>Hasidic Jew</b>
%	%	%	%	%
<b>Asian/Indian American</b>	<b>Woman-Owned (WBE)</b>	<b>Woman-Owned (Caucasian)</b>	<b>Disabled Veteran</b>	<b>Other (Specify)</b>
%	%	%	%	%

# PROVIDENCE HOUSING AUTHORITY

**WMBE Certification Number:** \_\_\_\_\_

**Certified By:** \_\_\_\_\_

(NOTE: A CERTIFICATION NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

**Federal Tax ID Number:** \_\_\_\_\_

**State of RI License Type and Number:** \_\_\_\_\_

**Worker's Compensation Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**General Liability Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Professional Liability Insurance Carrier:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

---

## FELONY DISCLOSURE

Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony?

**Yes ( ) / No ( )**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

**PLEASE NOTE:** The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

---

## DEBARRED STATEMENT

Has this firm or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Rhode Island, or any local government agency? **Yes ( ) / No ( )**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

Does this firm or any principal(s) have any current / past personal or professional relationship with any Officer or Commissioner of the Providence Housing Authority? **Yes ( ) / No ( )**

If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

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The undersigned proposer hereby states that by completing and submitting this form, he / she is verifying that all information provided herein is, to the best of his / her knowledge, true and accurate, and agrees that if the Providence Housing Authority discovers that any information entered herein is false, that shall entitle the Providence Housing Authority to not consider, make award, or cancel any award with the undersigned party.

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

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

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

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

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

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

**PROVIDENCE HOUSING AUTHORITY**

**NON-COLLUSIVE AFFIDAVIT**

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

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

\_\_\_\_\_ being first duly sworn, deposes and says:

That (he / she) is (the owner / partner / officer) of the firm of:

\_\_\_\_\_

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Providence, Rhode Island, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature & Title:

- \_\_\_\_\_
- Owner:** if the bidder is an individual
  - Partner:** if the bidder is a partnership
  - Officer:** if the bidder is a corporation

**Subscribed and sworn to before me this**

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_, 20\_\_\_\_.

**PROVIDENCE HOUSING AUTHORITY**

**VENDOR DISCLOSURE AGREEMENT**

Entity Completing Form: \_\_\_\_\_  
Address: \_\_\_\_\_  
Company Contact Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Providence Housing Authority requires the following written disclosure prior to award:

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order, or individual transactions in an aggregate of \$3,000.00, shall provide to the Procurement Office a written disclosure of any conflicts of interest that may exist.

Relationship to a Providence Housing Authority employee, Board Member, or Agent\* involved in making the award. A relationship can be defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister; a partner; or an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

\* Agent is defined as the Providence Housing Authority legal counsel

- I certify that I am not related to a Providence Housing Authority employee, Board member, or Agent
- I am not aware of any relatives being employed by the Providence Housing Authority
- I am related to an individual and disclose the following information:

Name(s) of Individual(s):  
Address(es) of Individual(s):

I certify that all the information above is true and complete. I also understand that if my situation changes during any contractual period, that I will disclose the change in writing to the Procurement Officer at the PHA>

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **PROVIDENCE HOUSING AUTHORITY**

## **APPENDIX B**

### **FORMS TO BE SUBMITTED BEFORE AWARD OF A CONTRACT**

- CLIENT REFERENCES FORM
- LIST OF SUBCONTRACTORS
- FAIR EMPLOYMENT PRACTICE STATEMENT
- CERTIFICATION OF DAVIS BACON PREVAILING WAGE



**PROVIDENCE HOUSING AUTHORITY**

**LIST OF SUBCONTRACTORS**

Company Name: \_\_\_\_\_  
Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

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Company Name: \_\_\_\_\_  
Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

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Company Name: \_\_\_\_\_  
Trade: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
SAM.gov ID Number: \_\_\_\_\_

**PROVIDENCE HOUSING AUTHORITY**

**FAIR EMPLOYMENT PRACTICE STATEMENT**

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

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

After being first duly sworn according to law, the undersigned (Affiant) states that he / she is \_\_\_\_\_ of \_\_\_\_\_ (Bidder) and that by its employment policy, standards, and practices, the Bidder does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, or laying off of any individual due to his / her race, creed, color, national origin, age, sex, disability, or any other protected class.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type / Print Name

**Subscribed and sworn to before me this**

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_, 20\_\_\_\_.



**PROVIDENCE HOUSING AUTHORITY**

**CERTIFICATION CONCERNING PREVAILING WAGE REQUIREMENTS**

Contractor

Subcontractor

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

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

**Subcontractor:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

- 
- 
1. The undersigned acknowledges that:
    - The named project is being financially assisted by the Federal Government (HUD).
    - The payment of prevailing wages is required under the Davis Bacon Act and that the application, U.S. Dept. of Labor's General Wage Decision schedule has been included as part of the above-described contract.
    - The correction of any infractions of the David Bacon and related Acts, included infractions by lower tier subcontractors, is the responsibility of the prime contractor.
  
  2. The undersigned, being a duly sworn officer of the above identified contractor, certifies that:
    - The payment of prevailing wages as described in 1 (b) above shall be paid to all employees of the above-named contractor for the duration of the contract period.
    - Upon execution of any contract with lower tier subcontractors, and prior to their mobilization on site, a copy of this form shall be submitted through the prime contractor to the Providence Housing Authority.
    - The firm has not been determined to be ineligible for award of a government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12 (a) (1).

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---

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

**Contractor/Subcontractor**

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

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

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

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

\_\_\_\_\_  
**(Notary Public)**

**My commission expires** \_\_\_\_\_, **20**\_\_\_\_\_.

# PROVIDENCE HOUSING AUTHORITY

## APPENDIX C

### SAMPLE CONTRACT DOCUMENTS

- PHA AGREEMENT FOR CONSTRUCTION {SAMPLE}
- PART II – TERMS & CONDITIONS

**PROVIDENCE HOUSING AUTHORITY**

**AGREEMENT FOR CONSTRUCTION {SAMPLE}**

**Contract No. XX-XXX**

**THIS AGREEMENT**, is made and entered into this **Month, Day, Year** by and between [the Contractor] located at [address of the Contractor] a [State of Incorporation] Corporation, herein after called the "**Contractor**" and the Housing Authority of the City of Providence, Rhode Island, hereinafter called the "**Authority**":

**WITNESSETH**, that the Contractor and the Authority for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work:**

The Contractor shall furnish all labor, materials, equipment, tools, and services to perform and complete in a workman like manner, all work required for the **Hydronic Piping Repairs – Chad Brown & Admiral Terrace** project in strict accordance with all applicable HUD rules and regulations, the Authority's Invitation for Bids, dated **XXXX XX<sup>xx</sup>, 202X**, Part II – Terms and Conditions, and the Contractor's Bid, dated **XXXX XX<sup>xx</sup>, 202X**, all of which are hereby incorporated by reference and made a hereof.

THE SPECIFIC DELIVERABLES FOR THIS CONTRACT ARE AS FOLLOWS:

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

**ARTICLE 2. The Contract Price:**

The Authority shall pay the Contractor for the performance of this Contract, in current funds, subject to additions and deductions as provided herein, the sum of **XXXX and XX/100 Dollars (\$XXXXXXXX.XX)**.

**ARTICLE 3. Method of Payment:**

The Contract Price, as stated in ARTICLE 2. payments are normally made within thirty (30) days of receipt of an approvable invoice. The Contractor is issued **Contract Number XX-XXX** by the Authority. This number must be indicated on all invoices in order to be processed for payment. Failure to indicate the Contract Number on an invoice will delay payment. This invoice shall be in AIA format with a **ten percent (10%) retainage**.

**Billing Address:**

Providence Housing Authority, 100 Broad Street, Providence, RI 02903

**Email Invoices to:**

[Finance@provhousing.org](mailto:Finance@provhousing.org)

**ARTICLE 4. Time of Performance:**

The work for this project will commence on **the date specified in the Notice to Proceed**, and all work must be completed by the **dates / times** stipulated in the **Notice to Proceed**.

**ARTICLE 5. Contract Documents:**

The Contract shall consist of the following component parts:

- A. This Instrument
- B. Part II – Terms and Conditions
- C. PHA Invitation for Bids, Dated XX/XX/XXXX
- D. Contractor's Bid, Dated XX/XX/XXXX
- E. Amendment #XX (if applicable), Dated XX/XX/XXXX
- F. HUD-required forms
- G. State of Rhode Island required forms
- H. Bid Bonds
- I. Payment & Performance Bonds
- J. Notice of Award
- K. Notice to Proceed

**ARTICLE 6. Liquidated Damages:**

As actual damages for delay in completion of the Contract are impossible to determine, the Contractor shall be liable for and pay the Authority liquidated damages of five hundred and 00/100 (**\$500.00**) for each calendar day of delay of completion of the work beyond the completion date specified in the Notice to Proceed until the work

## PROVIDENCE HOUSING AUTHORITY

is completed. The PHA's issuance of its written Notice of Completion shall constitute completion. Such sums may be withheld from payments due to the Contractor or collected from the Contractor in any manner provided by the law.

### ARTICLE 7. Minimum Wages:

All laborers and mechanics employed or working upon the site of the work shall be paid the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at the time of payment, computed at rates not less than those contained in **Davis-Bacon Act Wage Decision No. RI2024002, Modification 1, Dated 02.23.2024** and contained in the above specified Invitation for Bids and which forms a part hereof.

- Compliance with Davis Bacon Wage Decision in effect at time of Contract execution will be required.
- The Prime Contractor is responsible for ensuring all subcontractors comply with Davis Bacon Prevailing Wage Decisions.
- Failure to provide payroll reports and benefit statements on a weekly basis shall constitute a material breach of the Contract.
- Failure to abide by Davis Bacon Prevailing Wage Requirements shall constitute a material breach of the Contract.
- Certified payroll documents must be submitted weekly via certified email (i.e.: DocuSign) by a verifiable, authorized signatory for the Company. Scanned documents no longer comply.
- The General Contractor (i.e., Prime Contractor) shall be responsible for the compliance by any subcontractors, agents or assigns to DBRA requirements.
  - The General Contractor shall confirm all proper wages and benefits are being paid correctly and in accordance with DBRA requirements.
  - The General Contractor shall be liable for the non-compliance of its employees, subcontractors, agents, and assigns.
  - The General Contractor shall be required to pay back wages on behalf of their subcontractors, agents, and assigns.
  - The General Contractor may be subject to debarment in appropriate circumstances due to subcontractors' violations.
- The General Contractors and subcontractors shall maintain DBRA contracts, subcontracts, and related documents, as well as worker telephone numbers and email addresses.
- The General Contractor and subcontractors shall maintain the required records for a minimum of three (3) years after all the work on the prime contract is completed.
- Statements or notices containing a breakdown of the fringe benefit rate(s) without sufficient supporting documentation are not acceptable forms of verification.
  - The Contractor's own administrative costs are not creditable as fringe benefits even when the Contract pays a third party to perform such tasks. However, costs incurred by third parties directly related to administration and delivery of bona fide fringe benefits to the Contractor's laborer's and mechanics are creditable. If uncertain, the Contractor shall contact WHD for review.
- All contractors who indicate on payrolls that fringe benefits are paid in approved plans must provide verification in the form of statements to third parties, union report forms, etc., along with copies of checks to those plans.
- All contractors who have apprentices on the job will be required to provide DOL verification and any other verifications required by HUD regulations.
- The PHA has the authority to retroactively modify contracts to include missing or correct Davis Bacon Wage Decisions (DBWD) and contract clauses.

The contractor will have an opportunity to adjust their payroll fees, for AFFECTED wage classifications when the clauses and/or DBWD's are retroactively incorporated. Changes must be submitted to PHA by the deadline provided by The Authority.

### ARTICLE 8. Additional Compliance:

The Contractor shall comply with all pertinent Federal, state, and municipal laws and regulations, including but not limited to:

- Federal and State Confidentiality, Privacy and Data Security;
- Title VII of the Civil Rights Act of 1964;
- The Pregnancy Discrimination Act;

## PROVIDENCE HOUSING AUTHORITY

- o The Equal Pay Act of 1963;
- o The Age Discrimination in Employment Act of 1967;
- o Title I of the Americans with Disabilities Act of 1990;
- o Sections 102 and 103 of the Civil Rights Act of 1991;
- o Sections 501 and 505 of the Rehabilitation Act of 1973;
- o The Genetic Information Nondiscrimination Act of 2008; and
- o Executive Order 11246 as Amended, including Parts I through IV.

Vendors, Non-Affiliated Third Parties, and Contractors shall implement and maintain reasonable data security procedures and practices appropriate to the size and scope of the organization, the nature of the information, and the purpose for which the information was collected to protect the Personal Information (PI) from Unauthorized Access, Use, Modification, Destruction, or Disclosure.

**THIS INSTRUMENT**, together with the other documents enumerated in ARTICLE 5. and / or those included in said RFB which said other documents are fully a part of the Contract as if hereto attached or herein repeated form this Contract, constitutes the entire agreement between the parties and shall not be modified except in writing signed by both parties to the agreement. If any provision in any component part of this Contract conflicts with any provision of any other component part, the provision required by HUD, and/or that is most beneficial to the Authority, shall govern.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in two (2) original counterparts on the day and year first written on page one of **Contract Number XX-XXX**.

**Witness:**

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

**The Housing Authority of the City of Providence, R.I.**

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

Melissa Sanzaro  
Executive Director  
100 Broad Street  
Providence, RI 02903

**Witness:**

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

**Contractor Name**

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

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

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

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

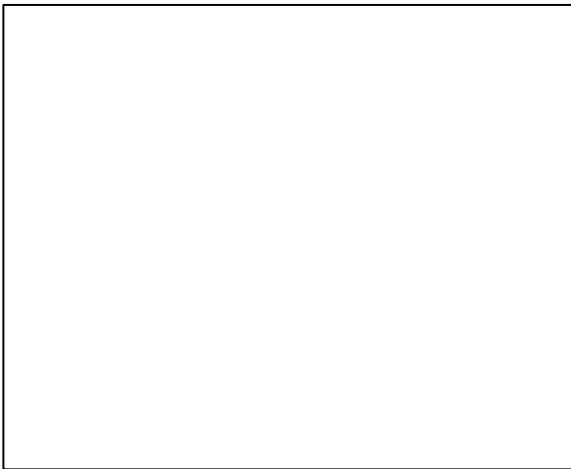
Address: \_\_\_\_\_

**PROVIDENCE HOUSING AUTHORITY**

**CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein: that \_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation, that said Contract was duly signed for and on behalf of this corporation by the authority of its governing body, and is within the scope of its corporate powers:

[Corporate Seal]



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

**(THIS AREA INTENTIONALLY BLANK)**

# PROVIDENCE HOUSING AUTHORITY

## PART II – TERMS & CONDITIONS

### **1. Breach of Agreement:**

If the Contractor fails to fulfill any obligation under a contract in a timely and proper manner or if it shall violate any of the term(s) of a contract, the PHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

### **2. Termination:**

The PHA shall have the right to terminate a contract at any time and reserves the right to terminate a contract for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's reasonable, subject to PHA approval, cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.

Despite the above, the Contractor shall not be relieved of liability to the PHA for damages sustained by virtue of any breach by the Contractor an/or its subcontractor(s).

### Omissions of Wage Determinations and Contracts Clauses.

If The Authority terminates a contract due to missing contract clauses or wage determinations, The Authority shall withhold, cross-withhold, and/or otherwise identify and obligate sufficient funds through a termination settlement agreement drafted by The Authority to pay any necessary back wages. The Contractor shall sign said termination settlement agreement and shall comply with its terms.

### **3. Termination of Contract for Cause:**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Authority, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Despite the above, the Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor is determined.

### **4. Termination for Convenience of Authority:**

The Authority may terminate this Contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor may be reimbursed for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Termination for Cause or Convenience will be determined by the Authority in its sole discretion.

### **5. Changes:**

The Authority may, from time to time, request changes in the Scope of Services from the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's

## PROVIDENCE HOUSING AUTHORITY

compensation, shall only be effective if prior written agreement by the Authority's Contracting Officer is obtained. Such agreement(s) shall be considered written amendments to this Contract.

### 6. Personnel:

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.
- b. All the services required hereunder will be performed by the Contractor or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

### 7. Anti-Kickback Rules:

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

### 8. Withholding of Salaries:

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be dispersed by the Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 9. Claims and Disputes Pertaining to Salary Rates:

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decision which shall be final.

### 10. Equal Employment Opportunity:

During the performance of this Contract, the Contractor agrees:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or protected class. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.



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### **11. Discrimination Because of Certain Labor Matters:**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because they have filed any complaint or instituted or caused to be instituted any proceeding or have testified or are about to testify in any proceeding under or relating to the labor standards applicable hereunder to their employer.

### **12. Compliance with Local Laws:**

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

### **13. Subcontracting:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.

Unauthorized sub-contracting is prohibited. The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFB (including, but not limited to, selling, or transferring the contract) without the prior written consent of the PHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the PHA, shall be void and may result in the cancellation of the contract with the PHA or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

### **14. Assignability:**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Authority: Provided, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

### **15. Interest of Members of Authority:**

No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

### **16. Interest of Other Local Public Officials:**

No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

### **17. Interest of Certain Federal Officials:**

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

### **18. Interest of Contractor:**

The Contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

### **19. Findings Confidential:**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

## PROVIDENCE HOUSING AUTHORITY

### 20. Royalties and Patents:

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Authority harmless from loss on account thereof; except that the Authority shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has any reason to believe that any design, process, or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

### 21. Examination and Retention of Contractor's Records:

- a. The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- b. The Contractor shall include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract", as used in this clause, excludes purchase orders not exceeding \$10,000.
- c. The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this contract to which the Authority, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

### 22. Warranty of Title:

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon or any material delivered under this Contract free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

### 23. Insurance:

The Contractor is required to obtain an endorsement to the comprehensive general liability policy to include owners' and contractors' protective liability coverage to protect the Authority from any claims arising from the contractor's operations. Before beginning work, the Contractor and each subcontractor shall furnish the Authority with Certificates of Insurance showing that the following insurance is in force and will insure all operations under the contract. All insurance shall be carried with companies that are financially responsible and authorized to do business in Rhode Island.

- a. **Workers' Compensation** in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract.
- b. **Commercial General Liability** comprehensive general Liability insurance with bodily injury and property damage. The minimum amount of required coverage is \$1,000,000 per occurrence. The policy shall cover all operations of the Contractor in connection with the project, and the Contractor shall hold PHA harmless for any injuries to persons and/or damage to property on site.
- c. **Automobile Liability** on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- d. The Certificates of Insurance noted in paragraphs (a) and (b) shall indicate that the policy holder has added the Authority as an Additional Insured. Within ten (10) days of Award of work, the Contractor shall provide the PHA with a copy of the actual Insurer's policy endorsement evidencing it has added the PHA as an Additional Insured on Contractor's policy(ies).
- e. Hold Harmless and Indemnification. Nothing in this Agreement shall be construed to mean that Providence the Housing Authority assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to negligence and/or accident(s) arising or resulting from the Contractor's operations. The Contractor shall be solely responsible for supervising all of its own, and its sub-contractors, and operations, including but not limited to losses arising from the willful and/or negligent actions of its own and/or its sub-contracted staff and all personal injuries occurring on site.

## PROVIDENCE HOUSING AUTHORITY

- f. Indemnification. Except to the extent caused by the negligence of the Housing Authority, the Contractor shall indemnify, protect and hold harmless the Housing Authority to the fullest extent permitted by law from and against all liabilities, costs (including reasonable attorney fees), losses and claims of any kind or nature imposed on, incurred by, or asserted against the Housing Authority arising out of the active or passive negligence or willful actions of the Contractor, and/or its sub-contractors, in any way connected with the completion of the work and its/their operations. The Contractor shall, at its own expense, pay all expenses and provide attorneys reasonably acceptable to the Housing Authority to defend and/or seek enforcement of the provisions hereof on behalf of the Housing Authority in matters regarding the indemnity contained herein. The terms and conditions of this provision shall survive the term/period of performance of this Agreement.

### 24. Additional Provisions:

- a. **Prohibition Against Gratuities:** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- b. **Prohibition Against Kickbacks:** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a sub consultant under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c. **Assignment-Consent Required:** The provisions of a contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such contract nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of the PHA. Any such assignment transfer or subcontract shall not release the Contractor from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and PHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.
- d. **Entire Contract:** Such contract shall set forth the entire Agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.
- e. **Force Majeure:** No party to such contract shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.
- f. **Ownership of Documents:** All data and records prepared or obtained under this Agreement shall be made available, upon request, to the PHA without restriction or limitation on their use.
- g. **Access to Records:** The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

The PHA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all data, information, materials, and documents obtained, discovered, or produced by the Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, letters, or other correspondence and materials obtained during the performance of services or tasks under this Contract.

- h. **Personally Identifiable Information (PII) and Findings Confidential:** The Contractor agrees to comply with the Privacy Act of 1974 (the Act) and all rules and regulations issued pursuant to it in the collection and use of protected Personally Identifiable Information. And, all reports, information, data, etc., prepared or

## PROVIDENCE HOUSING AUTHORITY

assembled by or for the Contractor and/or PHA under this Agreement containing private or confidential information of recipients of public housing assistance (except as may be expressly authorized) or any other such protected information shall not be made available to any individual or organization other than the PHA without the prior written approval of the PHA.

The Contractor also agrees to comply with the RI Identity Theft Protection Act and all other pertinent data security and cyber security: laws, HUD regulations and commercially reasonable best practices.

- i. **Modification of Contract:** Such Contract may be modified only by written amendment executed by all parties.
- j. **Partnerships/Joint Ventures:** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of a contract shall hold itself out in a manner contrary to the terms of this Contract. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this Contract.
- k. **Waiver:** No waiver of any provision of such contract shall affect the right of the PHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- l. **Conflict:** If any term of any contract and/or document in this matter conflicts with any term of any other contract and/or document in this matter, the term(s) most favorable to the PHA shall prevail.

# PROVIDENCE HOUSING AUTHORITY

## APPENDIX D

### EEOC AND DAVIS BACON REQUIREMENTS

- STANDARD FEDERAL E.E.O. CONSTRUCTION SPECIFICATIONS (EXECUTIVE ORDER 11246)
- LAWS ENFORCED BY E.E.O.C.
- DAVIS-BACON ACT WAGE DECISION NO. RI2024002, MODIFICATION 1, DATED 02.23.2024
- CERTIFIED PAYROLL FORM WH-347 {SAMPLE}
- INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347
- HUD-11 RECORD OF EMPLOYEE INTERVIEW {SAMPLE}
- DAVIS BACON ACT POSTER
- PHA TAX EXEMPT LETTER

# PROVIDENCE HOUSING AUTHORITY

## STANDARD FEDERAL E.E.O. CONSTRUCTION SPECIFICATIONS

### (Executive Order 11246, as Amended)

#### **Executive Order 11246 — Equal Employment Opportunity**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

#### **PART I — NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

#### **PART II - NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.
5. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
6. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the



## PROVIDENCE HOUSING AUTHORITY

Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

7. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
8. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training

## PROVIDENCE HOUSING AUTHORITY

organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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



## PROVIDENCE HOUSING AUTHORITY

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

### Subpart A – Duties of the Secretary of Labor

#### SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### Subpart B – Contractors' Agreements

#### SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be

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imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

### SEC. 203

1. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
2. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
3. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
4. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2014, 79 FR 42971]

### SEC. 204

1. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
2. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no

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recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

3. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
4. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

### Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

#### SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under

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this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

### Subpart D – Sanctions and Penalties

#### SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the

## PROVIDENCE HOUSING AUTHORITY

contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### Subpart E – Certificates of Merit

#### SEC. 213

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

#### SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

#### SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

### Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts

#### SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### SEC. 302

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective



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date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

### SEC. 303

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

## Part IV – Miscellaneous

### SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

### SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded

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by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

### **SEC. 404**

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

### **SEC. 405**

This Order shall become effective thirty days after the date of this Order.

# PROVIDENCE HOUSING AUTHORITY

## LAWS ENFORCED BY E.E.O.C

### Title VII of the Civil Rights Act of 1964 (Title VII)

This law makes it illegal to discriminate against someone on the basis of race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' sincerely held religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

### The Pregnancy Discrimination Act

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### The Equal Pay Act of 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### The Age Discrimination in Employment Act of 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

### Title I of the Americans with Disabilities Act of 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

### Sections 102 and 103 of the Civil Rights Act of 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

### Sections 501 and 505 of the Rehabilitation Act of 1973

This law makes it illegal to discriminate against a qualified person with a disability in the federal government. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

### The Genetic Information Nondiscrimination Act of 2008 (GINA)

**Effective – November 21, 2009.** This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.



"General Decision Number: RI20240002 02/23/2024

Superseded General Decision Number: RI20230002

State: Rhode Island

Construction Type: Residential

Counties: Bristol, Kent, Providence and Washington Counties in Rhode Island.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

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

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

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

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

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

	Rates	Fringes
INSULATOR - PIPE & PIPEWRAPPER Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 48.15	34.84

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ELEC0099-004 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 36.46	5.77%+15.64

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

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ELEV0039-002 01/01/2023

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

FOOTNOTES:

- a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.
- b. Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0057-004 12/01/2021

	Rates	Fringes
Power Equipment Operator		
Grader and Roller.....	\$ 39.90	28.25+a
Paver.....	\$ 40.82	28.25+a

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

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

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\* ROOF0033-002 02/01/2024

	Rates	Fringes
ROOFER.....	\$ 50.03	34.94

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\* SURI1999-002 04/12/1999

	Rates	Fringes
BRICKLAYER.....	\$ 20.45	11.40

CARPENTER

Including Acoustical Ceiling Installation, Drywall Hanging, & Metal Stud Framing.....	\$ 15.32 **	9.65
Cement Mason/Finisher.....	\$ 20.45	11.40
Drywall Finisher/Taper.....	\$ 20.55	8.50
FLOOR LAYER: Carpet.....	\$ 15.62 **	9.65
INSULATOR - BATT.....	\$ 19.56	9.65
LABORER		
Unskilled, Landscape, & Brick Mason Tender.....	\$ 18.47	8.10
PAINTER (Brush and Roller).....	\$ 20.55	8.50
PLASTERER.....	\$ 13.50 **	2.45
PLUMBER.....	\$ 23.96	8.95
Power Equipment Operator Backhoe.....	\$ 20.27	8.98
SPRINKLER FITTER.....	\$ 24.24	9.81

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**PAYROLL**

**For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](http://dol.gov/agencies/whd/forms/wh347)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR OR SUBCONTRACTOR	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

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

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

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

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

# PROVIDENCE HOUSING AUTHORITY

## INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

U.S. DEPARTMENT OF LABOR

### Wage and Hour Division

OMB Control No. 1235-0008, Expires 09/30/2026.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete, and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the Contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The Contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds, or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits and provides for the Contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.



## PROVIDENCE HOUSING AUTHORITY

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see the Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

## PROVIDENCE HOUSING AUTHORITY

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the Contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The Contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Record of Employee  
Interview Instructions****U.S. Department of Housing  
and Urban Development  
Office of Davis-Bacon and Labor Standards**OMB Approval No. 2501-0009  
(exp. 12/31/2024)

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InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.  
**A. AUTHORITY:** Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.  
**B. PURPOSE:** The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.  
**C. ROUTINE USES:** The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.  
**D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes      No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation    Yes    No Medical      Yes    No Pension     Yes    No	Yes      No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee?    Yes      No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?    Yes      No			
9. Are you paid for all hours worked?    Yes      No		11. Have you ever been threatened or coerced into giving up any part of your pay?    Yes      No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
<b>Payroll Examination</b>					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee  
Interview**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009  
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# PROVIDENCE HOUSING AUTHORITY

## PHA TAX EXEMPT LETTER

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

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

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

### **Subject: The Providence Housing Authority's Exemption from RI Use and Sales Taxes**

To Whom It May Concern:

According to the General Laws of the State of Rhode Island, the Housing Authority is exempt from the payment of all State and Municipal fees and taxes. R.I.G.L. §45-25-28 states in pertinent part: "**An Authority is exempt from the payment of any taxes or fees to the state or any subdivision of the state or to any officer or employee of the state or subdivision of the state.**" Note also that as a separate and distinct public body, the Housing Authority does not have nor need a tax-exempt certificate or number which the State's Division of Taxation issues to charitable, educational and religious organizations and other entities for exemption from sales, use and other types of taxes.

### **Our exemption from State and local taxes and fees applies to all Authority contracts and purchases.**

An example of where this special statute applies, is that although cities and towns are allowed to charge fees for the issuance of building permits for construction projects, the City of Providence is not allowed to charge a fee to the Authority to obtain its permits. Construction or other contractors authorized to perform work for the Authority on its buildings and sites may not need to pay certain taxes or fees on the cost of services or materials that are incorporated in their work for the Authority. Also, the Authority and its agents need not pay sales and use taxes on materials that are purchased for use in the operations of the Authority.

Contractors and others acting on behalf of the Authority should use a copy of this letter to confirm to their subcontractors, suppliers and/or others that the Authority is exempt from taxes and fees as indicated above.

If there are any questions regarding this matter, please call the Junior Project Manager at 401.709.2216.

Sincerely,

Roxana Rosario  
Junior Project Manager  
Providence Housing Authority



# PROVIDENCE HOUSING AUTHORITY

## APPENDIX E:

### DRAWINGS AND PLANS

VERDANTAS, LLC, ENGINEER OF RECORD

- VERDANTAS PROJECT BOOK, PROJECT NUMBER 16280, DATED JANUARY 2024
- PLANS & SPECIFICATIONS (CS-M301), PROJECT NUMBER 16280, DATED JANUARY 2024
- VERDANTAS, LLC CONTACT INFORMATION

ROY MESSIER, SENIOR PROJECT ENGINEER

VERDANTAS

1005 MAIN STREET, SUITE 8120

PAWTUCKET, RI 02860

[RMESSIER@VERDANTAS.COM](mailto:RMESSIER@VERDANTAS.COM)



# CHAD BROWN HOUSING COMPLEX HYDRONIC PIPING REPAIRS

Project No.: 16280  
Procurement & Contract Bidding  
Project Specifications | 263 Chad Brown St, Providence, RI 02908

**January 2024**

**Prepared for:**  
Providence Housing Authority  
40 Laurel Hill Avenue  
Providence, RI 02909



**Prepared by:**  
Verdantas, LLC  
1005 Main Street, Suite #8120  
Pawtucket, RI 02860



and



# GENERAL REQUIREMENTS INDEX

SECTION	DESCRIPTION
01000	Summary of Work
01175	Temporary Facilities
01200	As-Built Drawings
01300	Submittals
01400	Quality Controls
01600	Delivery Storage and Handling

**SECTION 01000**  
**SUMMARY OF WORK**

PART 1.00 - GENERAL

1.01 DESCRIPTION

The Providence Housing Authority, Chad Brown & Admiral Terrace project consists of removing and replacing the existing steel hydronic distribution piping with new pex piping located in basement-crawl spaces, including replacing and relocating circulators, shutoff valves, hangers, insulation, etc. The work encompassed by this contract shall include, but is not limited to the following:

1. Coordinating with the Housing Authority for accessibility to specified buildings and proper staging areas;
2. Buildings 21 March, 61 March and 37 Berkshire. Remove and replace all hydronic piping 2-1/2" and below with PEX, replace conduits and wiring for circulators *\*Please note existing steel hydronic distribution piping has already been replaced in buildings 37 Berkshire Street, 61 & 63 March Street.*
3. Buildings 53 March, 61 March, 63 March, 65 March, 37 Berkshire and 57 Berkshire, all 4" steel piping to be removed and replaced with copper Type L. Provide dielectric unions as needed.
4. Remove and replace existing circulation pump with Grundfos Magna 3 model d 65-120 f. connect power and controls to existing. No substitutions.
5. Remove main supply and return piping starting from underground perma-pipe pex-gard fitting (do not cut back perma-pipe pex-gard piping) - except in boiler rooms - where there is limited demolition.
6. All fittings for pex-gard piping leading to the exterior of the building including buildings 262 Chad Brown, 283 Chad Brown, 291 Chad Brown, 100 Filmore, and 124 Filmore streets to be replaced.
7. Replace Existing Steel Pipe riser from basement up to living spaces units with new pex and/or copper.
8. In buildings with boiler rooms – remove distribution piping from inlet to circulation pump (new isolation valve to be provided by contractor).
9. All piping 3 inch and below to be pre-insulated pex A from Uponor, Watts, or Mrpex
10. Transfer piping thru buildings to be type L copper.
11. All insulation to be closed cell Armaflex.
12. Isolation valves to be added for each building.
13. Distribution system per plans.
14. All pex A and copper piping to be installed per manufacturers recommendations.
15. Remove and replace all expansion tanks within crawl spaces, whether in use or abandoned.
16. Remove and dispose all existing unit heaters and associated piping/wiring within basement crawl spaces.

Add-Alternate Bid Items:

1. Cover All Hydronic Piping Insulation in basement spaces with PVC Protection Cover.
2. Replace all conduit and wiring from Circulation Pump breaker to disconnect and pumps.

1.02 SPECIAL REQUIREMENTS

- A. The Contractor will coordinate the construction schedule with the owner's representative to ensure that access to areas is permitted during the planned time.

- B. The Contractor shall be responsible for removing and protecting any equipment that may interfere with the construction operations. Immediately upon completion of construction activities in a given area, the contractor shall be responsible for returning the area to a pre-construction state satisfactory to the owner's representative.
- C. Do not begin work when inclement weather is forecast to occur prior to the anticipated time of completion of the work item.

END OF SECTION

**SECTION 01175**  
**TEMPORARY FACILITIES**

**PART 1.00 - GENERAL**

1.01 **WORK INCLUDED**

- A. The Contractor shall provide all temporary facilities enumerated herein or required for the proper completion of the work.
- B. Temporary facilities shall include but not limited to:
  - Sanitary Facilities
  - Electrical power
  - Lockable trailer/storage container

**PART 2.00 - FACILITIES**

2.01 **SANITARY FACILITIES**

- A. Adequate sanitary conveniences for use of workman on the premises, properly secluded from public observance, shall be provided and maintained by the Contractor, in accordance with local and state health requirements, and in such a manner and at such points as shall be approved by these authorities, and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to the Owner and the local and state authorities. Under no circumstances shall sanitary wastes be allowed to flow on the surface of the ground.

2.02 **ELECTRICAL POWER**

- A. The Contractor shall provide all temporary electrical power required to operate equipment for the duration of the Contract.
- B. The securing of all permits and approvals from the regulating utility companies shall be the responsibility of the Contractor. All unauthorized sources of power, such as from neighboring homes, shall be prohibited.

2.03 **LOCKABLE TRAILER/STORAGE CONTAINER**

- A. The Contractor shall provide a lockable trailer/storage container to safely secure all new equipment and materials.
- B. The Engineer/Owner will designate the storage location.

2.04 **REMOVALS**

- A. The Contractor shall remove and properly dispose of all temporary facilities at the satisfactory completion of the Contract.
- B. All sites utilized for temporary facilities shall be restored to a condition satisfactory to the Owner.

**END OF SECTION 01175**

*Providence Housing Authority  
Chad Brown Hydronic Pipe Repairs  
Providence, Rhode Island*

**SECTION 01200**  
**AS-BUILT DRAWINGS**

**PART 1.00 - GENERAL**

**1.01 WORK INCLUDED**

- A. The work under this Section shall include the transmittal to the Engineer of all applicable data relative to as-built conditions as may be required by the Engineer.

**PART 2.00 - PRODUCTS**

- 2.01 As-built information as specified.

**PART 3.00 - EXECUTION**

**3.01 MARKED-UP PRINTS**

- A. The Engineer shall provide the Contractor with an extra set of prints of the Drawings to be used for indicating the locations, elevations and other as-built conditions.
- C. The marked-up prints shall be kept up to date on a daily basis and shall be available for the Owner's inspection at all times. Any inaccuracies or incomplete information shall be correct immediately.
- D. They shall be kept in a safe location by the Contractor, or at the Contractor's option, in the offices of the Owner.
- E. All markings on the prints shall be done neatly with a red pencil.
- F. After review of As-Built by the Engineer and an approval is given, the Engineer shall transmit the revised plans to the Owner via AutoCAD.

END OF SECTION#

**SECTION 01300**  
**SUBMITTALS**

**PART 1 – GENERAL**

**1.00 REQUIREMENTS INCLUDED**

- A. Submit Product Data, Samples and Certifications concurrently as required by Contract Documents and as reasonably requested by the Engineer.
- B. Prepare and submit to the Engineer no later than ten (10) calendar days after receipt of Notice to Proceed (NTP), a list of submittals required by each Specification Section in the Contract Agreement. Submit in accordance with this Section.
- C. Designate in schedule data dates for submission and review of shop drawings, product data and samples, and the date of return.

**1.01 PRODUCT DATA**

- A. Preparation
  - 1. Annotate each sheet to clearly identify specific product or part installed and specific data applicable to installation.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Indicate specified finish.
  - 5. Indicate only those sheets, which are pertinent to specific product(s) with product clearly identified.
- B. Manufacturer's standard schematic drawings and documents.
  - 1. Modify drawings and diagrams to delete information, which is not applicable to the Work.
  - 2. Supplement standard information to provide information, which is applicable to the Work.

**1.02 SAMPLES**

- A. Provide a minimum of three (3) office samples, or as otherwise indicated in the Technical Specifications, of sufficient size to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture, and pattern.
  - 3. Samples shall be referenced to applicable section of the specifications.
  - 4. Sample of selected color, texture or finish is to be provided on 4" x 4" (or as appropriate) sample chip. Record sample to match actual material installed.

**1.03 MANUFACTURER'S CERTIFICATION OF MATERIALS AND EQUIPMENT**

- A. Certification is required for the following systems:
  - 1. Systems requiring certification will be specified in each of the Divisions of the Technical Specifications.

**1.04 CONTRACTOR REVIEW**

*Providence Housing Authority  
Chad Brown Hydronic Pipe Repairs  
Providence, Rhode Island*

- A. Contractor shall review all submittals prior to transmittal to the Engineer.
  - 1. The Contractor shall consecutively number all shop drawings and product data transmittals. Re-submittals would have the same number of the previous submittal followed by the suffix "A, B, C etc."
  - 2. The transmittal is to contain the project number and the applicable specification section for each product represented on the transmittal.
- B. Apply Contractor's stamp to submittals, initialed or signed by authorized person and dated, certifying: review of submittal, verification of products, field measurements and field construction criteria, and coordination of information within submittal with requirements of Work and the Contract Documents.
- C. Submittals without Contractor's stamp or submittals that, in the Engineer's opinion are incomplete, contain numerous errors, or have not been checked or have only been checked superficially, will be returned without comments. Delays resulting there from shall be solely the Contractor's responsibility.
- D. Clearly note proposed deviations from the Contract Documents on submittals. Submit listing identifying deviations in a format acceptable to the Engineer.
- E. Contractor shall be responsible to ensure quantities and dimensions shown on submittals comply with the requirements of the Contract Documents.

#### **1.05 SUBMISSION REQUIREMENTS**

- A. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work. Submittals by Contractor shall be made only through the Engineer.
- B. Number of submittals required:
  - 1. Shop Drawings: Submit one (1) reproducible transparency (sepia) and three (3) opaque reproductions (prints) in addition to what the Contractor will require back.
  - 2. Product Data: Submit copies Contractor requires, plus three (3) originals that will be retained by the Engineer.
  - 3. Samples: Submit two (2) samples of each material or the number required in each specification section.
- C. Submittals shall contain:
  - 1. Date of submission and dates of any previous submissions.
  - 2. Project title and number.
  - 3. Contract identification number.
    - a. The names of:
    - b. Contractor.
    - c. Subcontractor.
    - d. Supplier.
    - e. Manufacturer.
  - 4. Identification of the product, with the specification section number.
  - 5. Field dimensions, clearly identified as such.
  - 6. Relation to adjacent or critical features of the Work or Materials.
  - 7. Applicable standards, such as ASTM or Federal Specification numbers.



8. Identification of deviations from Contract Documents and justification.
9. Identifications of revisions on re-submittals.
10. Additional information as required by Contract Documents.
11. An 8-in.x 3-in. blank space for Contractor and Engineer stamps.

D. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer and/or Engineer's review of submittals

E. Numbering system established by the Contractor shall be agreeable to Engineer.

#### **1.06 RESUBMISSION REQUIREMENTS**

A. Make any corrections or changes in the submittals required by the Engineer, mark number of submission, and resubmit as required until approved.

B. Product Data:

1. Revise initial data, and resubmit as specified for the initial submittal.
2. Indicate any changes which have been made other than those requested by the Engineer.
3. Mark number of submission and resubmit until accepted.

C. Samples: Submit new samples as required for initial submittal. Remove samples, which are "rejected" or designated "resubmit."

#### **1.07 ENGINEER REVIEW RESPONSIBILITIES**

A. The Engineer shall review submittals with responsible promptness in accordance with the requirements of the Project Manual.

B. Affix stamp and initials or signature, and indicate requirements for revisions and re-submittal, if any.

C. Return submittals to Contractor and Owner for distribution, or for resubmission within fourteen (14) days of original receipt.

#### **1.08 SUBMITTAL LIST**

A. Shop Drawings

1. Circulator Pump;
2. Expansion Tank;
3. Piping;
4. Fittings;

B. Permits

**END OF SECTION 01300**

**SECTION 01400**  
**QUALITY CONTROL**

**PART 1 – GENERAL**

**1.00 RELATED DOCUMENTS**

- A. Documents related to this section include, but are not limited to, General Conditions, Special Conditions, Bidding Documents, Technical Specifications and Drawings

**1.01 QUALITY CONTROL**

- A. The contractor shall be:
1. acceptable to the owner
  2. acceptable and approved by the material manufacturers / suppliers
- B. Any deficiencies noted during construction inspection must be corrected by the contractor and approved by the owner at no additional expense to the owner

**1.02 FIELD QUALITY CONTROL**

- A. The existing dimensions shown on the plans are approximated and used to describe the scope of work. The contractor shall verify all existing dimensions.
- B. Any discrepancies found must be submitted to the Engineer in writing.

**1.03 RANDOM SAMPLING**

- A. During the course of work, the owner / engineer may at their discretion secure samples of materials being used from containers at the job site and submit them to an independent laboratory for testing and comparison to specified materials.
- B. If test results prove that a material is not functionally equal to specified material:
1. The Contractor shall pay for all testing
  2. All materials having failed testing that have been installed will be removed and replaced with specified materials at no additional expense to the owner
  3. All materials having failed testing not installed will be removed from the job site and replaced with specified materials at no additional expense to the owner

**PART 2 – PRODUCTS**

**2.00 GENERAL**

- A. Comply with quality control, references, specifications and manufacturer's data. Where a conflict exists, the more stringent requirements govern.

**PART 3 – EXECUTION**

**3.00 SUBMITTALS**

- A. Provide property owner/engineer a letter from the material manufacturer indicating that the applicator is approved to install their products and will provide warranty for this installation

**END OF SECTION 01400**

**SECTION 01600**  
**DELIVERY, STORAGE AND HANDLING**

**PART 1 – GENERAL**

**1.00 RELATED DOCUMENTS**

- A. Documents related to this section include, but are not limited to, General Conditions, Special Conditions, Bidding Documents, Technical Specifications and Drawings

**PART 2 - DELIVERY, STORAGE AND HANDLING**

**2.00 DELIVERY OF MATERIALS**

- A. Deliver materials to the job-site in new, dry, unopened and well marked containers showing product and manufacturer's name
- B. Deliver materials in sufficient quantity to allow continuity of work

**2.01 STORAGE OF MATEIALS**

- A. Remove plastic packing shrouds. Cover all stored materials with canvas tarp top to bottom. Secure tarps
- B. Ground Storage: store materials in a secure location as directed by owner/engineer to avoid interference with normal operations of the site

**2.02 MATERIAL HANDLING**

- A. Handle all materials on site to avoid bending, tearing, or other damage during transportation and installation
- B. Material handling equipment shall be selected and operated so as not to damage existing construction. Do not operate or situate material handling equipment in locations that will hinder smooth flow of vehicular or pedestrian traffic.
- C. Handle all materials in accordance with manufacturer's guidelines

**2.03 ENVIRONMENTAL REQUIREMENTS**

- A. Do not work when environmental conditions exceed the material manufacturer's guidelines
- B. Protect all unfinished work from rain, water or other harsh environmental conditions
- C. Any damage to materials or existing construction caused by the contractor's failure to protect such shall be repaired or replaced at no additional expense to the owner

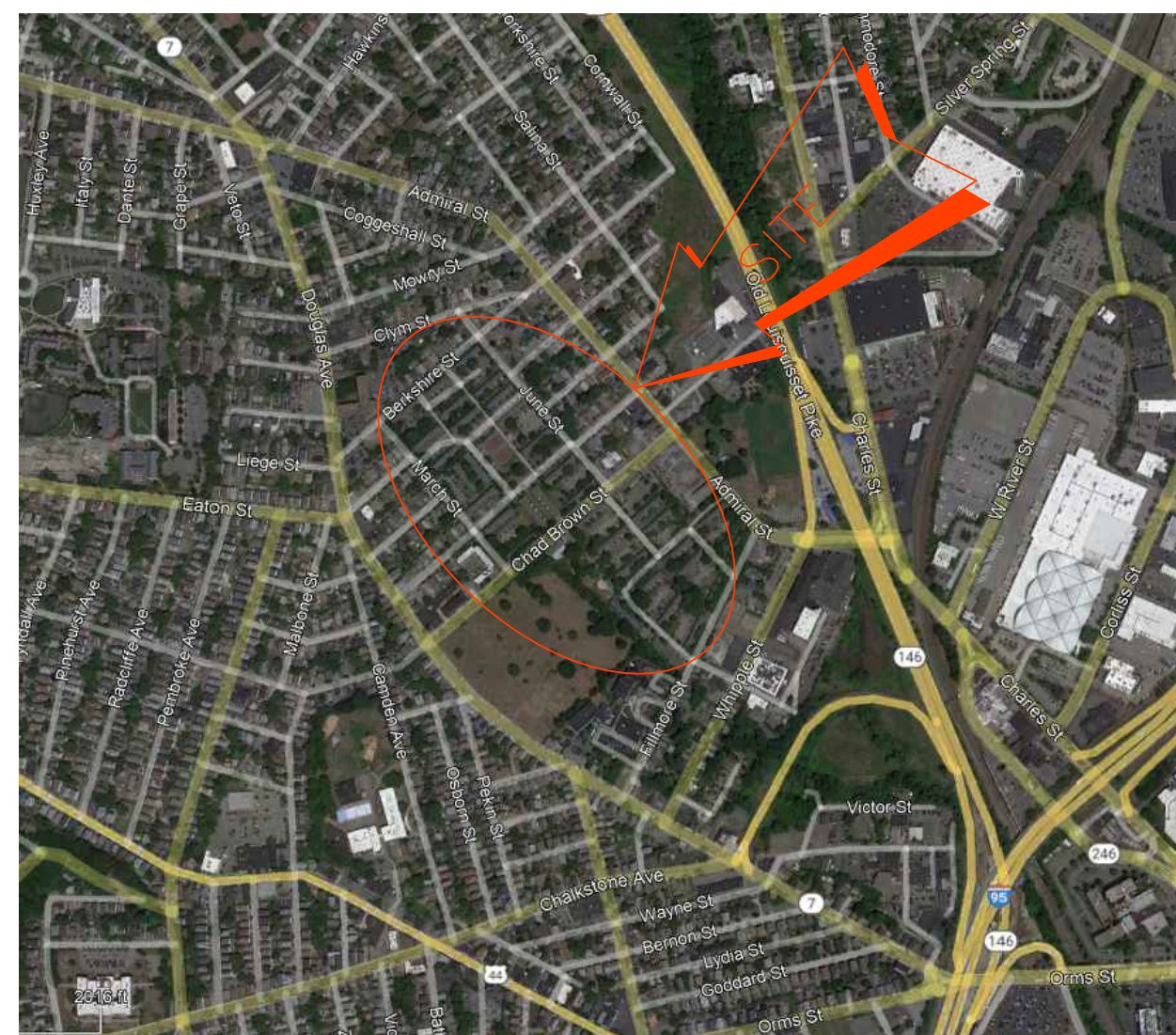
**END OF SECTION 01600**



PROVIDENCE HOUSING AUTHORITY

# CHAD BROWN HOUSING COMPLEX HYDRONIC PIPING REPAIRS

263 CHAD BROWN STREET  
PROVIDENCE, RHODE  
ISLAND



 LOCATION MAP NTS



SITE MAP  
NTS

INDEX OF DRAWINGS	
Sheet Number	Sheet Title
CS	COVERSHEET
C101	SITE MAP CHAD BROWN
C102	SITE MAP ADMIRAL TERRACE
M000	MECHANICAL LEGEND & NOTES
M100	275 & 285 CHAD
M101	279 & 289 CHAD
M102	283 & 291 CHAD
M103	94 & 108 FILLMORE
M104	90 & 104 FILLMORE
M105	100 & 124 FILLMORE
M106	128 & 150 FILLMORE
M107	80 ADMIRAL & 130 FILLMORE
M108	57 BERKSHIRE
M109	77 BERKSHIRE
M110	64 JUNE & 65 MARCH
M111	53 MARCH
M112	48 & 58 JUNE
M113	35 & 39 MARCH
M114	29 MARCH & 34 JUNE
M115	21 MARCH & 244 CHAD
M116	262 & 270 CHAD
M117	20 JUNE & 286 CHAD
M200-201	SCHEDULE & DETAILS
M300-301	SPECIFICATIONS

PREPARED BY:



ENGINEERING DESIGN SERVICES, INC.  
\* MECHANICAL ENGINEERS



100% PLANS  
JANUARY  
2024

PREPARED FOR



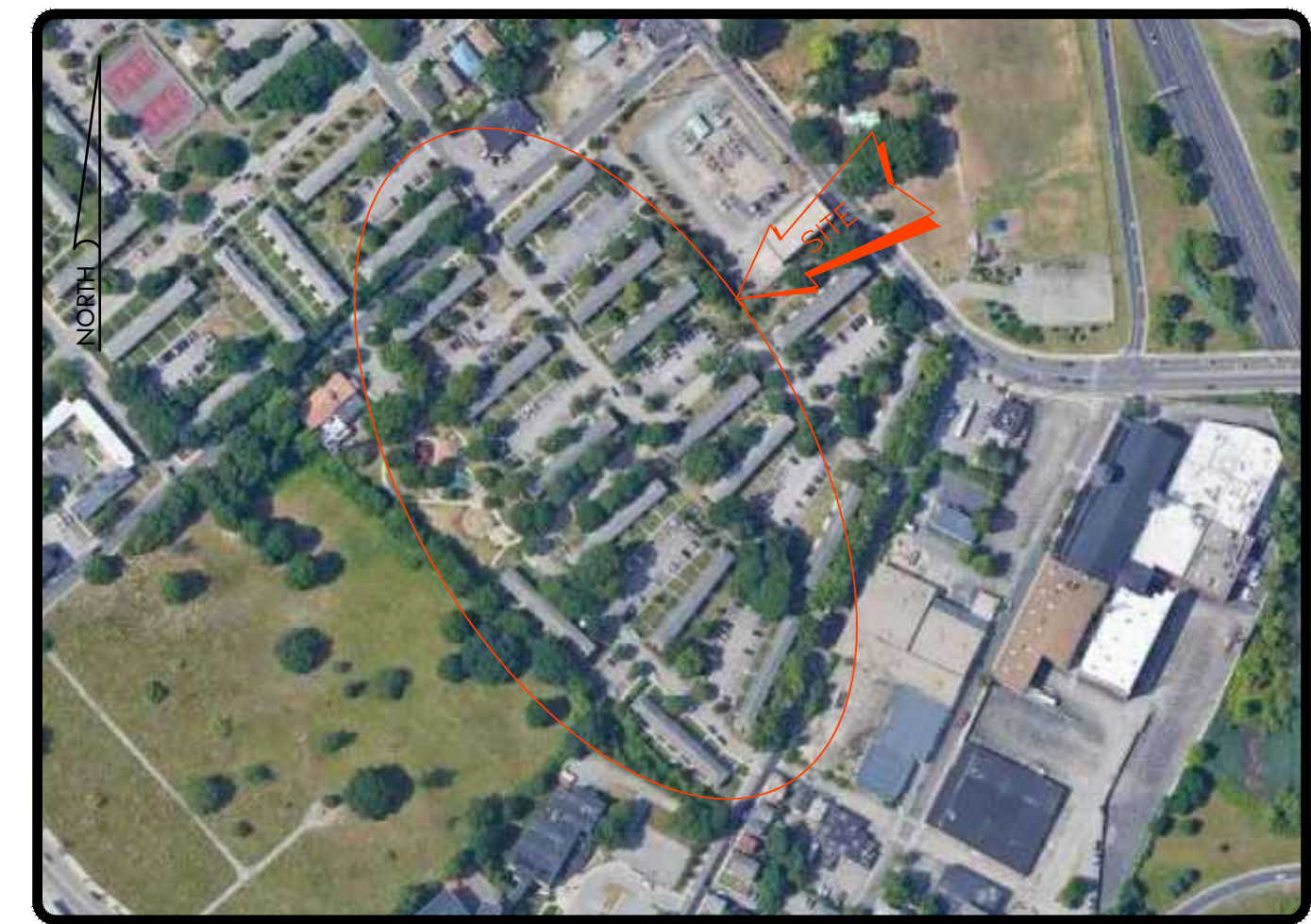
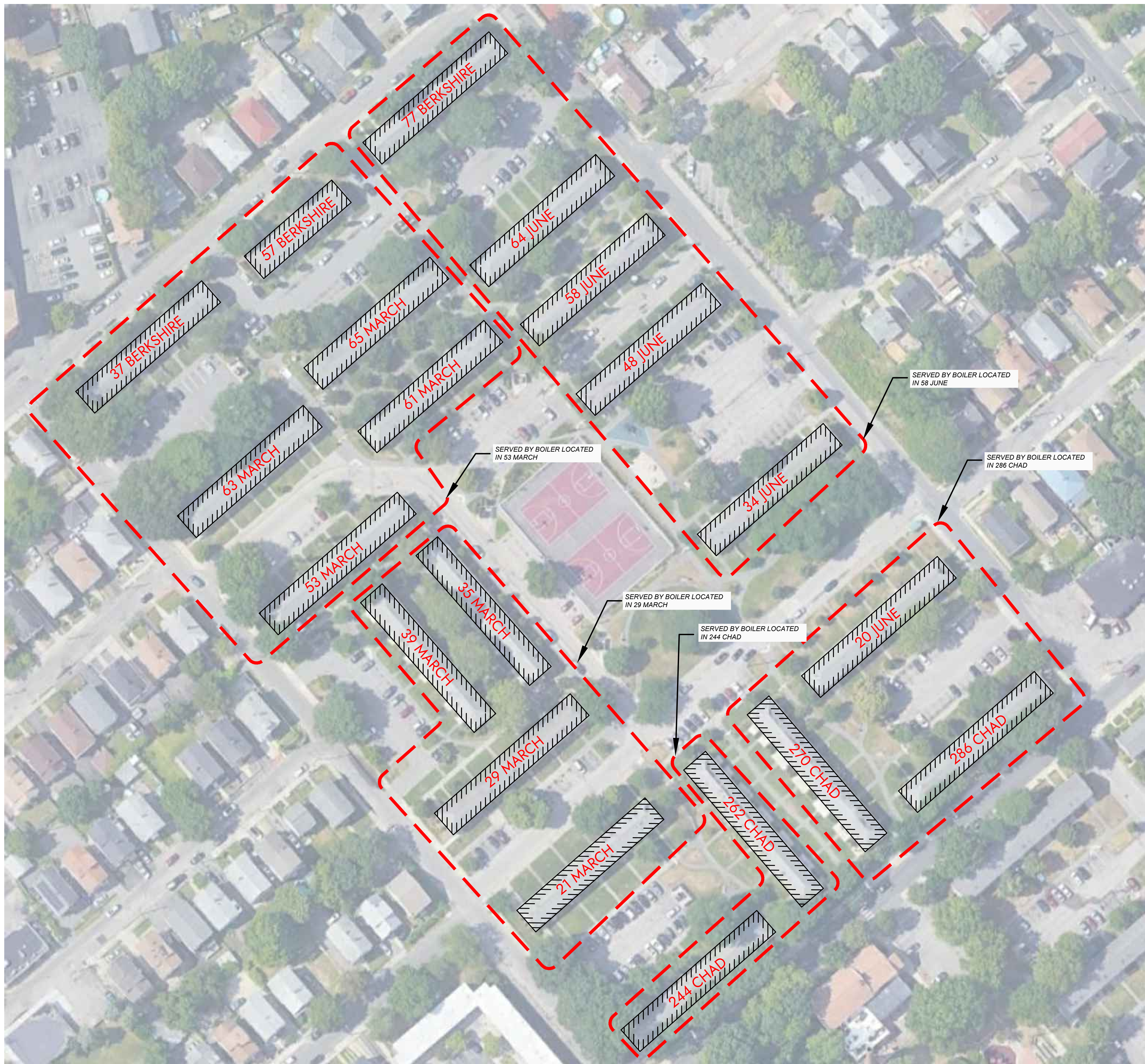
PROVIDENCE HOUSING AUTHORITY  
40 LAUREL HILL AVENUE  
PROVIDENCE, RHODE ISLAND

BID  
DOCUMENTS  
JAN  
2024

Project No. 16280



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MAP: LOCATION MAP SCALE: 1" = 275'

**BOILER LOCATION KEY:**

THE BOILER LOCATED IN 244 CHAD SERVES:  
• 262 CHAD

THE BOILER LOCATED IN 286 CHAD SERVES:  
• 270 CHAD  
• 20 JUNE

THE BOILER LOCATED IN 29 MARCH SERVES:  
• 21 MARCH  
• 35 MARCH  
• 39 MARCH

THE BOILER LOCATED IN 53 MARCH SERVES:  
• 37 BERKSHIRE  
• 57 BERKSHIRE  
• 61 MARCH  
• 63 MARCH  
• 65 MARCH

THE BOILER LOCATED IN 58 JUNE SERVES:  
• 77 BERKSHIRE  
• 34 JUNE  
• 48 JUNE  
• 64 JUNE

Providence Housing Authority  
Chad Brown  
HVAC Evaluation Services  
Building Inspection List for Review



Project # 22245RS

	Building Description	Has Steam Piping Been Removed	Circulation Pump	Insulation on Walls	Basement Height (ft)	Box Out Main
Served by Boiler in	244 Chad	Y	ER	Foam	4 to 7	N
244 Chad	262 Chad	N	RO	Foam	6	N
Served by Boiler in	20 June St	N	ER	Foam	4	N
270 Chad	270 Chad	N	RO	Foam	4 to 6	N
286 Chad	286 Chad	Y	ER	Foam & FR	4to 7	N
	21 March St					
Served by Boiler in	29 March St	Y	ER	Foam & FR	5 to 7	Y (1)
29 March	35 March St	N	ER	Foam	4 to 6	N
	39 March St	N	ER	Foam	4 to 6	Y
	53 March St	Y	ER	Foam & FR	?	N
Served by Boiler in	53 March	N	RO	Foam	4 to 6	Y
	57 Berkshire	N	RN	Foam	4	Y
	61 March St					
	63 March St					
	37 Berkshire					
	34 June St	N	ER	Foam	4 to 6	Y
Served by Boiler in	48 June St	N	ER	Foam	4 to 6	Y (1)
58 June	58 June St	Y	ER	Foam & FR	5 to 7	N
	64 June St	N	ER	Foam	5 to 7	N
	77 Berkshre	N	ER	Foam	5 to 7	N

Notes:  
1. For Circulation Pumps ... RO - Relocate Only, RR - Relocate and Replace, RN - Replace with New or ER - Existing to Remain  
2. 21, 61, and 63 March and 37 Berkshire, the piping has been replaced (NIS).  
3. Add Make Up Water to buildings without boilers.  
4. Replace bleed valves in boiler rooms as appropriate.  
5. All main couplings to be replaced - going to PEX piping.  
6. Box out refers to set (2) of lines.



DESIGNED BY:	RGM
DRAWN BY:	ERB
CHECKED BY:	RGM
PROJECT NO.:	162980

CHK'D BY	DATE

REVISION	NO.

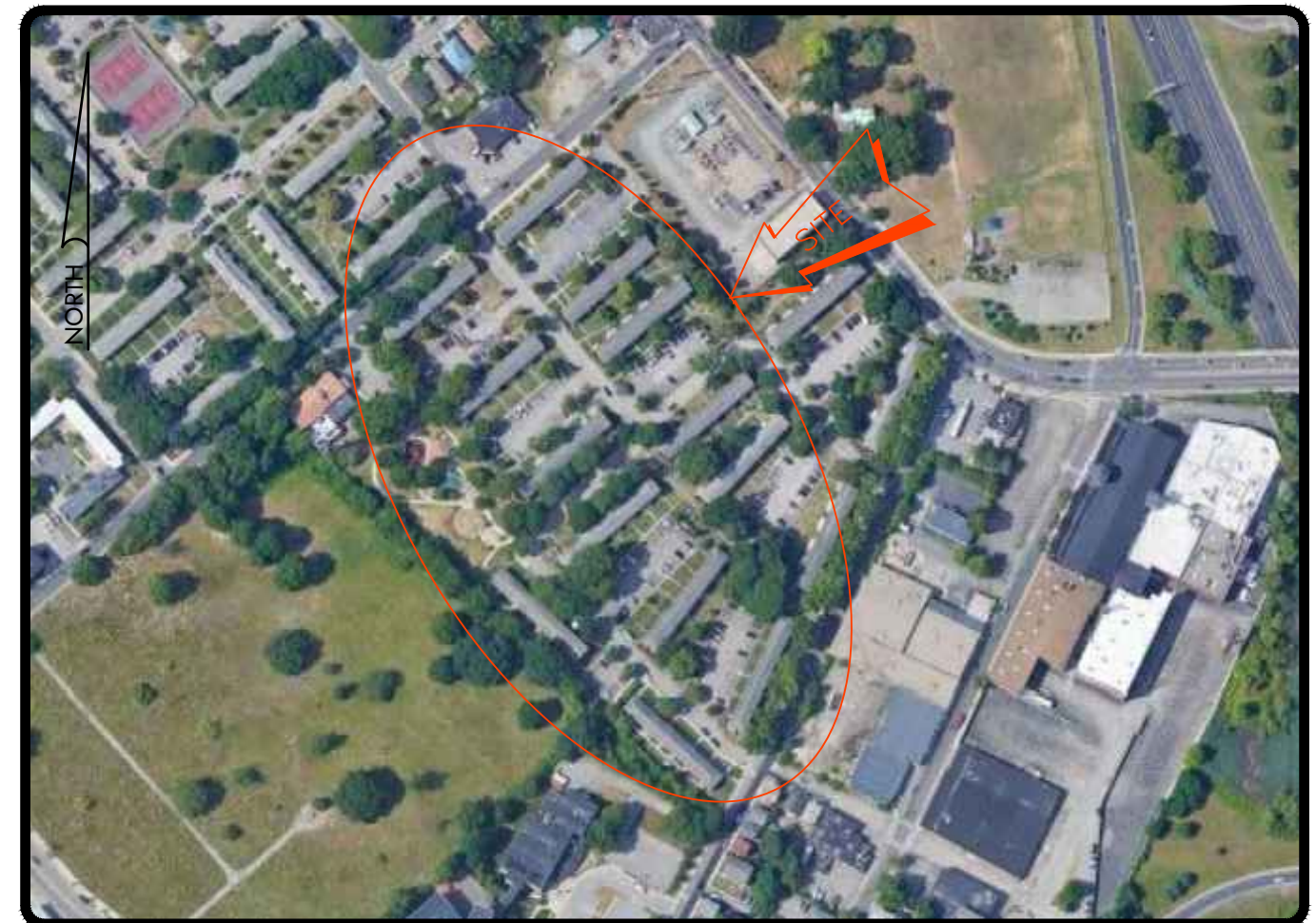
PROVIDENCE-COUNTY-RHODE ISLAND  
**CHAD BROWN HOUSING COMPLEX**  
**HYDRONIC PIPING REPAIRS**  
SITE MAP CHAD BROWN  
CHAD BROWN

DATE: DECEMBER, 2023

SCALE: 1" = 50'

SHEET: C101





MAP: LOCATION MAP SCALE: 1" = 275'

**BOILER LOCATION KEY:**

- THE BOILER LOCATED IN THE COMMUNITY CENTER SERVES:
- 275 CHAD
  - 279 CHAD
  - 283 CHAD
  - 285 CHAD
  - 108 FILLMORE
- THE BOILER LOCATED IN 100 FILLMORE SERVES:
- 90 FILLMORE
  - 124 FILLMORE
  - 150 FILLMORE
- THE BOILER LOCATED IN 104 FILLMORE SERVES:
- 94 FILLMORE
- THE BOILER LOCATED IN 128 FILLMORE SERVES:
- 80 ADMIRAL
  - 289 CHAD
  - 291 CHAD
  - 130 FILLMORE

Providence Housing Authority  
 Admiral Terrace  
 HVAC Evaluation Services  
 Building Inspection List for Review

Project # 22245RS

	Building Description	HAS Steam Piping Been Removed	Circulation Pump	Insulation on Walls	Basement Height (ft)	Box Out Main
Served by Boiler in 263 Chad	285 Chad	N	RN	Partial Foam	5 to 7	N
	275 Chad	N	ER	Partial Foam	4 to 6	N
	263 Chad (Community Center)	Y	ER	na	na	na
	279 Chad	N	ER	Mixed	5 to 7	N
	283 Chad	N	ER	Foam	3 to 6	Y
Boiler in 104 Fillmore	108 Fillmore	N	ER	None	8	Y(1)
	104 Fillmore	Y	ER	Partial Foam	5 to 7	N
Served by Boiler in 100 Fillmore	94 Fillmore	N	ER	Partial Foam	5	Y
	90 Fillmore	N	ER	Partial Foam	5	N
Served by Boiler in 128 Fillmore	100 Fillmore	N	ER	None	8	N
	124 Fillmore	N	ER	Partial Foam	5	Y
	150 Fillmore	N	ER	Partial Foam	5	Y(1)
	128 Fillmore	N	RN	Partial Foam	5 to 8	Y(2)
Served by Boiler in 128 Fillmore	130 Fillmore	N	ER	Partial Foam	5	Y(2)
	80 Admiral	N	ER	Partial Foam	5	Y
	289 Chad	N	ER	Partial Foam	5	Y(2)
	291 Chad	N	RN	Partial Foam	5	Y(2)

- Notes:
1. For Circulation Pumps - RO - Relocate Only, RR - Relocate and Replace, RN - Replace with New or ER - Existing to Remain
  2. Add Make Up Water to buildings without boilers.
  3. Replace bleed valves in boiler rooms as appropriate.
  4. All main couplings to be replaced - going to PEX piping.
  5. Box out refers to set (2) of lines.



DESIGNED BY:	RGM	DRAWN BY:	ERB	CHECKED BY:	RGM	PROJECT NO.	16280
CHK'D BY:							
DATE:							
REVISION:							
No.							

PROVIDENCE-COUNTY-RHODE ISLAND  
**CHAD BROWN HOUSING COMPLEX**  
 HYDRONIC PIPING REPAIRS  
 SITE MAP ADMIRAL TERRACE  
 ADMIRAL TERRACE

DATE: DECEMBER, 2023

SCALE: 1" = 50'

SHEET: C102

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**CONSTRUCTION NOTES:**

- ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH LOCAL CODES AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
- LOCATIONS OF EXISTING EQUIPMENT, PIPING, AND DUCTWORK HAVE BEEN TAKEN FROM BEST AVAILABLE INFORMATION. THE DRAWINGS ARE INTENDED TO BE USED FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR IS NOT TO SCALE DRAWINGS OR ASSUME THAT ALL EQUIPMENT IS SHOWN. HE SHALL VISIT THE SITE TO DETERMINE THE TOTAL EXTENT OF REMOVALS AND NEW WORK AS DIAGRAMMED ON THE PLANS. EXTRA COMPENSATION FOR FAILURE TO COMPLY WITH THE ABOVE STATEMENTS WILL NOT BE CONSIDERED.
- PIPING, DUCTWORK AND EQUIPMENT AS SHOWN ARE DIAGRAMMATIC ONLY. CONTRACTOR SHALL DETERMINE EXACT LOCATIONS OF PIPING AND DUCTWORK RUNS, EQUIPMENT LOCATIONS AND CONNECTIONS TO SUIT FIELD CONDITIONS.
- ALL OPENINGS TO THE WEATHER SHALL BE KEPT PROPERLY SEALED WEATHER TIGHT AT ALL TIMES AND COVER CURBS TO PREVENT DUST AND DIRT FROM GETTING IN DURING THE WORK, EXCEPT WHEN BEING WORKED ON TO PRECLUDE THE POSSIBILITY OF FLOODING DUE TO STORM OR OTHER CAUSES.
- THIS CONTRACTOR, PRIOR TO SUBMITTING HIS BID SHALL VISIT THE PROJECT SITE TO FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS. REQUESTS FOR COMPENSATION FOR EXTRA WORK, WHICH WOULD HAVE BEEN EVIDENT BY COMPLIANCE WITH THE PREVIOUS STATEMENT, WILL NOT BE CONSIDERED. THE CONTRACTOR SHALL CONDUCT A THOROUGH FIELD INVESTIGATION TO VERIFY WORK SHOWN ON THE DRAWINGS. THE DRAWINGS REFLECT THE BEST AVAILABLE INFORMATION FROM EXISTING PLANS AND SITE INVESTIGATIONS.
- DISCONNECT AND REMOVE ALL EXISTING, PIPING, DUCTWORK, SUPPORTS, HANGERS AND ALL OTHER MECHANICAL COMPONENTS MADE OBSOLETE BY THIS PROJECT.
- PROVIDE ALL REQUIRED CUTTING AND PATCHING AS REQUIRED TO COMPLETE THE INSTALLATION OF NEW MECHANICAL SYSTEM. PATCH ALL SURFACES TO MATCH AND MAINTAIN ALL FIRE RATINGS.
- PROVIDE ALL REQUIRED RIGGING TO ACCOMMODATE THE REMOVAL & REINSTALLATION OF ALL EQUIPMENT.
- COORDINATE ALL WORK WITH THE BUILDING PROJECT MANAGER /OWNER/ARCHITECT.
- CONTRACTOR TO COORDINATE ALL SYSTEM AND EQUIPMENT SHUT DOWNS WITH OWNER.
- PROVIDE FUNCTIONAL PERFORMANCE TEST UPON COMPLETION FOR ALL EQUIPMENT IMPACTED BY PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK, MATERIALS, AND LABOR TO SATISFY A COMPLETE WORKING SYSTEM, WHETHER SPECIFIED OR IMPLIED.
- CLEAN THE JOB SITE DAILY AND REMOVE FROM THE PREMISES ANY DIRT AND DEBRIS CAUSED BY THE PERFORMANCE OF THE WORK INCLUDED IN THIS

- CONTRACT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFEKEEPING OF HIS OWN PROPERTY ON THE JOB SITE. OWNER ASSUMES NO RESPONSIBILITY FOR PROTECTION OF PROPERTIES AGAINST FIRE, THEFT, AND ENVIRONMENTAL CONDITIONS.
  - CONTRACTOR SHALL REFER TO THE COMPLETE SET OF CONTRACT DOCUMENTS INCLUDING SPECIFICATIONS AND OTHER TRADES FOR A FULL UNDERSTANDING OF ALL WORK REQUIRED.
  - WHERE USED, THE TERM "PROVIDE" SHALL MEAN "FURNISH AND INSTALL".
  - ALL EQUIPMENT AND MATERIALS SHALL BE AS SPECIFIED OR "APPROVED EQUAL" BY THE ENGINEER OR ARCHITECT AND OWNER, UNLESS OTHERWISE NOTED.
  - ALL PIPING SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS IN A NEAT AND WORKMANLIKE MANNER AND BE SUPPORTED AS REQUIRED BY CODES. PIPING SHALL BE SET UP AND DOWN AND OFFSET AS REQUIRED TO SUIT FIELD CONDITIONS. DIELECTRIC COUPLINGS SHALL BE USED WHERE ANY DISSIMILAR METALS ARE JOINED.
  - PROVIDE ALL NECESSARY TEMPORARY OR PERMANENT CAPS OR PLUGS FOR PIPING. DO NOT LEAVE PIPING OPEN ENDED WHILE BEING STORED OR INSTALLED.
  - ALL NEW PIPING TO BE INSULATED AS REQUIRED BY SBC-8-2021. "RHODE ISLAND STATE ENERGY CONSERVATION CODE" SYSTEMS SHALL CONFORM TO THE REQUIREMENTS FOR AN OPERATING TEMPERATURE RANGE OF 141-200°F.
  - PIPING CONTRACTOR SHALL, AT HIS SOLE EXPENSE, HAVE THE INSTALLATIONS INSPECTED PERIODICALLY DURING CONSTRUCTION BY THE PEX-GARD MANUFACTURER (OR THEIR REPRESENTATIVE) AND OWNER. SUCH INSPECTIONS SHALL BE DOCUMENTED AND REPORTS PROVIDED TO THE OWNER/ARCHITECT. ANY DEVIATIONS FROM THE MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES SHALL BE CORRECTED AT NO COST TO THE OWNER.
  - ALL PEX-GARD CONNECTION FITTINGS TO BE INSTALLED PER SUPPLIER'S RECOMMENDATIONS. DO NOT ORDER FITTINGS BEFORE ON-SITE INSPECTION BY SUPPLIER.
  - COORDINATE LOCKOUT/TAGOUT PROCEDURES WITH PHA. CONTRACTOR TO PROVIDE TRAINING DOCUMENTS.
  - WORKERS MAY BE IN CONFINED SPACE AREAS IN CERTAIN BUILDINGS. CONTRACTOR TO PROVIDE ADEQUATE AIR AS PER OSHA STANDARDS.

**PIPE SUPPORTS, ANCHORS, AND EXPANSION ARMS AND LOOPS:**

- ALL PIPE SUPPORTS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.
- ALL HORIZONTAL RUNS OF COPPER PIPING SHALL HAVE MAXIMUM ANCHOR POINT SPACING OF 65 FEET, AND SUPPORTS WITH A MAXIMUM SPACING OF 10 FEET, AND BE PER MANUFACTURER'S RECOMMENDATIONS.
- ALL CONNECTIONS TO RISERS SHALL HAVE A MINIMUM EXPANSION LEG OF 18 INCHES AND BE PER MANUFACTURER'S RECOMMENDATIONS. SEE DETAIL ON SHEET M201.
- EXPANSION LOOPS OF MAIN RUNS LONGITUDINALLY THRU THE BUILDING SHALL HAVE A MINIMUM LENGTH OF 60 INCHES AND WIDTH OF 30 INCHES MIDWAY BETWEEN ANCHOR POINTS SPACED A MINIMUM OF 65 FEET APART, AND BE PER MANUFACTURER'S RECOMMENDATIONS.
- ALL SUPPORTS SHALL MEET OR EXCEED MANUFACTURER'S RECOMMENDATIONS. REFERENCE MANUFACTURER'S DESIGN MANUALS.

**DEMOLITION NOTES:**

- PUMP PRESSURES SHALL BE MEASURED AND DOCUMENTED BEFORE ANY DEMOLITION. UPON COMPLETION OF INSTALLATIONS, ALL PUMPS SHALL BE SET TO ORIGINAL PRESSURES.
- REMOVE ALL HYDRONIC DISTRIBUTION PIPING WITHIN THE CRAWL SPACE OF EACH BUILDING UP TO THE RISERS. LEAVE SUFFICIENT RISER PIPING FROM CRAWL SPACE BELOW FOR NECESSARY CONNECTION TO NEW WORK. REMOVE MAIN SUPPLY AND RETURN PIPING STARTING FROM UNDERGROUND PERMA-PIPE PEX-GARD FITTING (DO NOT CUT BACK PERMA-PIPE PEX-GARD PIPING) - EXCEPT IN BOILER ROOMS - WHERE THERE IS LIMITED DEMOLITION.
- IN BUILDINGS WITH BOILER ROOMS - REMOVE DISTRIBUTION PIPING TO OUTLET OF CIRCULATION PUMP (NEW ISOLATION VALVE TO BE PROVIDED BY CONTRACTOR).
- NO HOT WORK (WELDING, SOLDERING OR OTHER ACTIVITY THAT COULD CREATE A SOURCE OF IGNITION) TO BE PERFORMED IN ANY BUILDING CRAWL SPACE.

**CONTRACTOR NOTE:**

THE CONTRACTOR SHALL REMOVE ALL APARTMENT ACTUATOR VALVES (TWO PER APARTMENT) AND REPLACE WITH BALL VALVES.

**MECHANICAL LEGEND**

TAGS	
#	KEY NOTE
---	HWS HOT WATER SUPPLY
---	HWR HOT WATER RETURN
⊠	CIRCULATION PUMP
⊘	BALL VALVE
⊕	RELIEF VALVE
⊙	GLOBE VALVE
⊚	GATE VALVE
BV	AUTOMATIC BLEEDER VALVE
P	PRESSURE GAGE
T	TEMPERATURE GAGE

**SCOPE OF WORK NOTE:**

- SCOPE OF WORK FOR 21 MARCH, 61 MARCH, 63 MARCH, AND 37 BERKSHIRE:
  - ALL PIPING 2-1/2" & BELOW TO BE REPLACED IF NOT ALREADY. REPLACE CONDUITS AND WIRING FOR CIRCULATORS.
- SCOPE OF WORK NOTE FOR 53 MARCH, 61 MARCH, 63 MARCH, 65 MARCH, 37 BERKSHIRE, AND 57 BERKSHIRE:
  - ALL 4" STEEL PIPING TO BE REMOVED AND REPLACED WITH COPPER. PROVIDE WITH DIELECTRIC UNIONS AS APPROPRIATE. G.C. TO INSPECT SITES TO DETERMINE THE EXTEND OF WORK.
- ALL FITTINGS FOR PEX-GARD PIPING LEADING TO THE EXTERIOR OF THE BUILDING INCLUDING BUILDINGS 262 CHAD BROWN, 283 CHAD BROWN, 291 CHAD BROWN, 100 FILMORE, AND 124 FILMORE STREETS TO BE REPLACED.

**KEYED NOTES:**

- ◇ NOT USED.
- ◇ REMOVE AND REINSTALL EXISTING GRUNDFOS CIRCULATION PUMP PER PLANS.
- ◇ NOT USED.
- ◇ REMOVE AND REPLACE EXISTING CIRCULATION PUMP WITH GRUNDFOS MAGNA 3 MODEL D 65-120 F. CONNECT POWER AND CONTROLS TO EXISTING OR APPROVED EQUAL.
- ◇ REMOVE EXISTING CONNECTION TO PERMA-PIPE PEX-GARD PIPING AND REPLACE WITH APPROPRIATELY SIZED FITTING SCHEDULED ON M200.
- ◇ CONSTRUCT "BOX-OUT" AS DETAILED ON PLAN M 200.
- ◇ PROVIDE DIELECTRIC FITTINGS OF EXACT SIZE TO PUMP CONNECTIONS TO DISSIMILAR METALS IN THE BOILER ROOM PER DETAIL ON M200.
- ◇ PROVIDE HOT WATER RETURN LINE WITH ISOLATION VALVE AND DRAIN VALVE.
- ◇ BOILER ROOMS TO HAVE LIMITED DEMOLITION, CUTTING BACK THE PERMA-PIPE PEX-GUARD IS NOT PERMITTED. REPLACE ALL FITTINGS FROM BOILER SECONDARY LOOP TO CIRCULATION PUMP INLET. SEE DETAIL IN SHEET M201.

**BUILDING NOTE:**

- INSULATE ALL DISTRIBUTION PIPING IN ALL BUILDINGS.
- ALL INSULATION TO BE ARMAFLEX OR EQUAL, WITH THICKNESS TO MEET RI ENERGY CODE (SBC-8-2021).
- ANY ALTERNATE INSULATION TO MEET REQUIREMENTS OF SECTION 2.10 OF THE SPECIFICATIONS.
- ALL FITTINGS AND VALVES TO BE PROTECTED PER SECTION 2.10 OF THE SPECIFICATIONS.
- CONTRACTOR TO PROVIDE ADEQUATE TEMPORARY LIGHTING TO PERFORM WORK.

**GENERAL NOTES:**

- PUMP PRESSURES SHALL BE MEASURED AND DOCUMENTED BEFORE ANY DEMOLITION. UPON COMPLETION OF INSTALLATIONS, ALL PUMPS SHALL BE SET TO ORIGINAL PRESSURES.
- TRANSFER PIPING THROUGH BUILDINGS 2-1/2" AND SMALLER TO BE REPLACED WITH TYPE L COPPER. TRANSFER PIPING THROUGH BUILDINGS LARGER THAN 2-1/2" TO REMAIN.
- ALL INSULATION TO BE CLOSED CELL ARMAFLEX OR EQUAL FOR DISTRIBUTION PIPING. ALL INSULATION FOR TRANSFER PIPING TO BE PER SECTION 2.10 OF THE SPECIFICATIONS.
- ISOLATION VALVES (BALL VALVES) TO BE ADDED FOR EACH BUILDING DISTRIBUTION SYSTEM PER PLANS.
- NO HOT WORK (WELDING, SOLDERING OR OTHER ACTIVITY THAT COULD CREATE A SOURCE OF IGNITION) TO BE PERFORMED IN ANY BUILDING CRAWL SPACE.
- COPPER PIPING TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- RELIEF VALVES TO BE SET AT 150% OF MEASURED PUMP PRESSURE BUT NO MORE THAN, EQUAL TO, OR LESS THAN THE MAWP OF ANY SYSTEM COMPONENTS AND DEVICES UNLESS OTHERWISE SPECIFIED.
- REMOVE, REPLACE, AND DISPOSE OF ALL EXPANSION TANKS WITHIN CRAWL SPACES, WHETHER IN USE OR ABANDONED.
- FULL SYSTEM FLUSH TO BE PERFORMED ON ALL UNITS.
- THE CONTRACTOR SHALL REMOVE ALL APARTMENT ACTUATOR VALVES (TWO PER APARTMENT) AND REPLACE WITH BALL VALVES.
- THE CONTRACTOR SHALL COVER ALL INSULATION AT ELBOWS IN THE HYDRONIC PIPING SYSTEM IN BASEMENT/ CRAWL SPACES WITH PVC PROTECTION COVER.

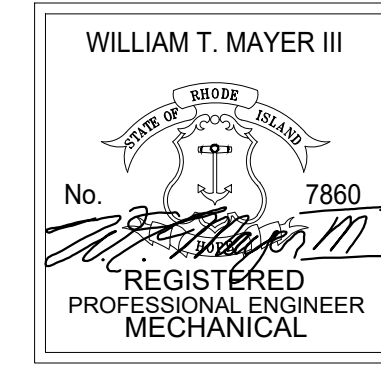
**ADD ALTERNATE #1:**

COVER HYDRONIC PIPING INSULATION IN BASEMENT/ CRAWL SPACES WITH PVC PROTECTION COVER.

**ADD ALTERNATE #2:**

REPLACE ALL CONDUIT AND WIRING FROM CIRCULATION PUMP BREAKER TO DISCONNECTS AND PUMPS.

CERTIFICATION :



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REFER TO ALL DRAWINGS FOR COMPLETE SCOPE OF WORK.

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REV. NO.	DATE	DESCRIPTION
	01.09.24	FOR PERMIT & CONSTRUCTION



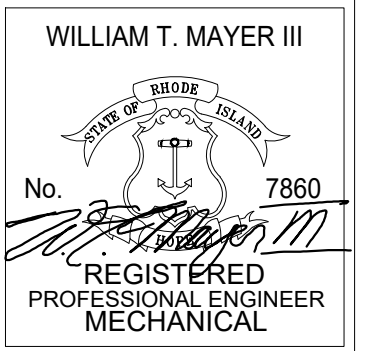
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

**MECHANICAL - LEGENDS & NOTES**

JOB NO.: 22245RS  
 DRAWN BY: TC  
 CHECKED BY: WTM  
 DATE ISSUED: 01.09.2024  
 SCALE: AS NOTED

SHEET NO.: **M000**

CERTIFICATION :



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**Engineering Design Services**  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs -  
Providence County - RI**

PROJECT NAME:

SHEET TITLE:

MECHANICAL -

ADMIRAL TERRACE  
275 & 285 CHAD

JOB NO.: 22245RS

DRAWN BY: TC

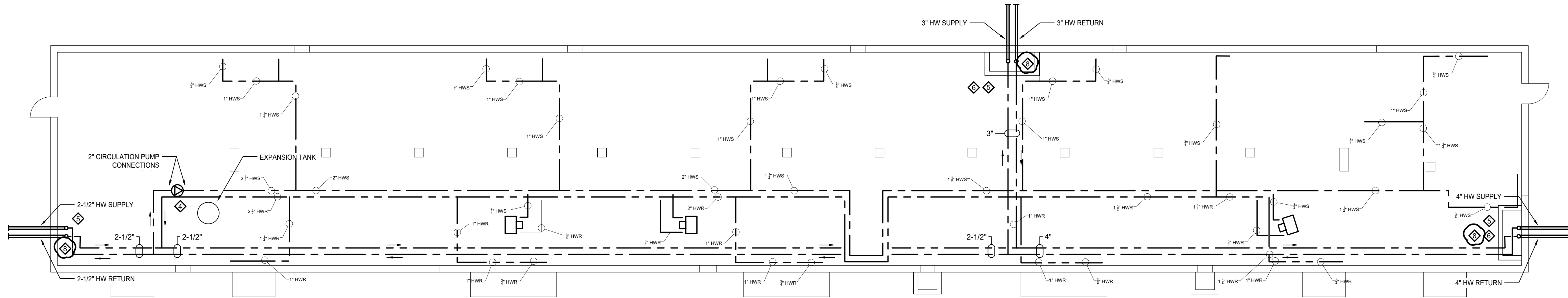
CHECKED BY: WTM

DATE ISSUED: 01.09.2024

SCALE: AS NOTED

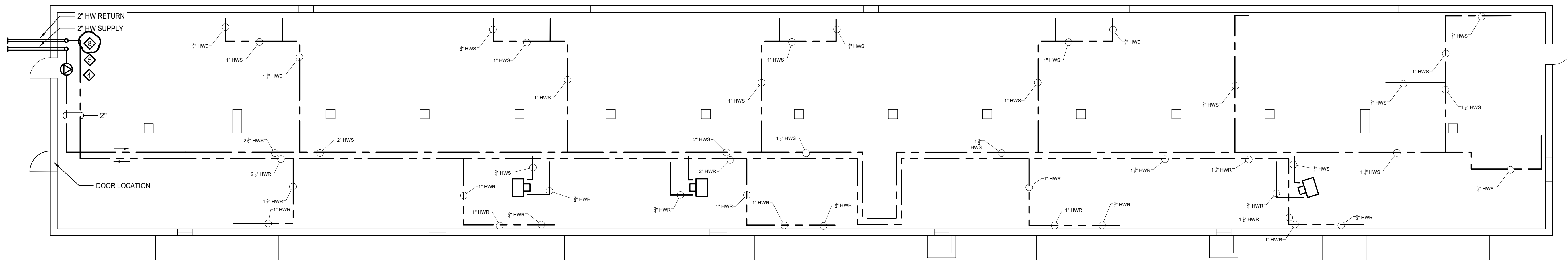
SHEET NO.:

**M100**



① 275 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

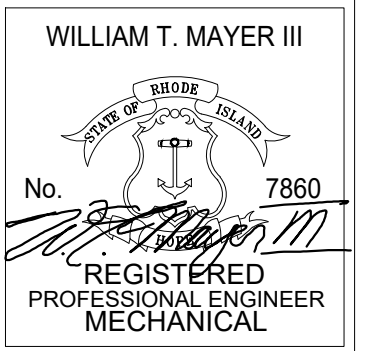


② 285 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



CERTIFICATION :



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REFER TO ALL DRAWINGS FOR COMPLETE SCOPE OF WORK.

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**Engineering Design Services**  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -**

**ADMIRAL TERRACE  
279 & 289 CHAD**

JOB NO.: 22245RS

DRAWN BY: TC

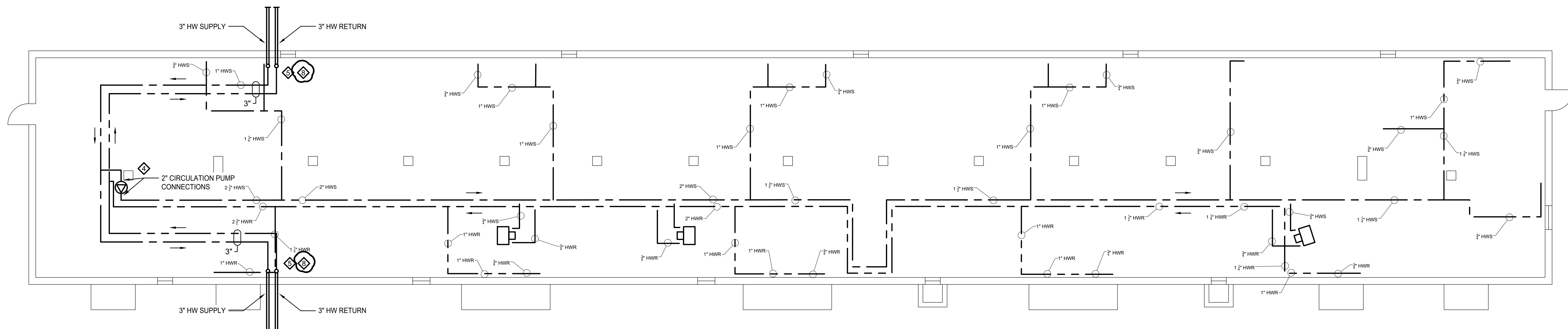
CHECKED BY: WTM

DATE ISSUED: 01.09.2024

SCALE: AS NOTED

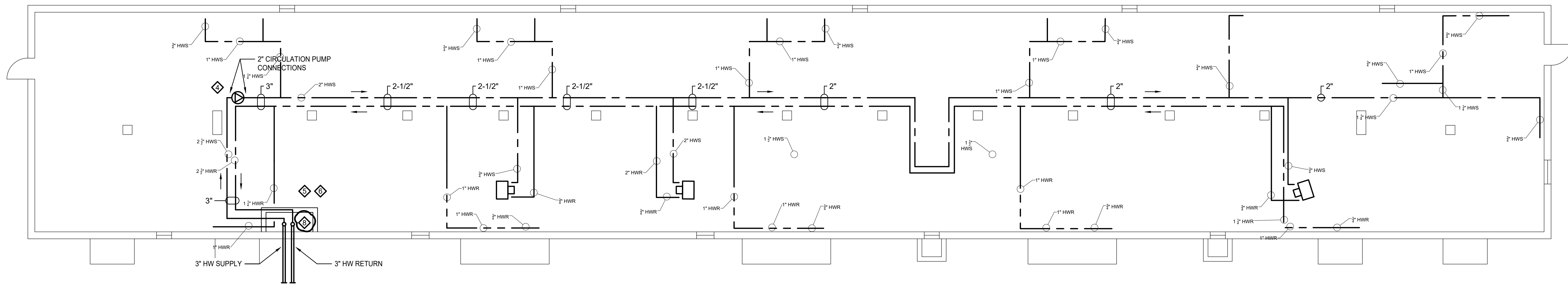
SHEET NO.:

**M101**



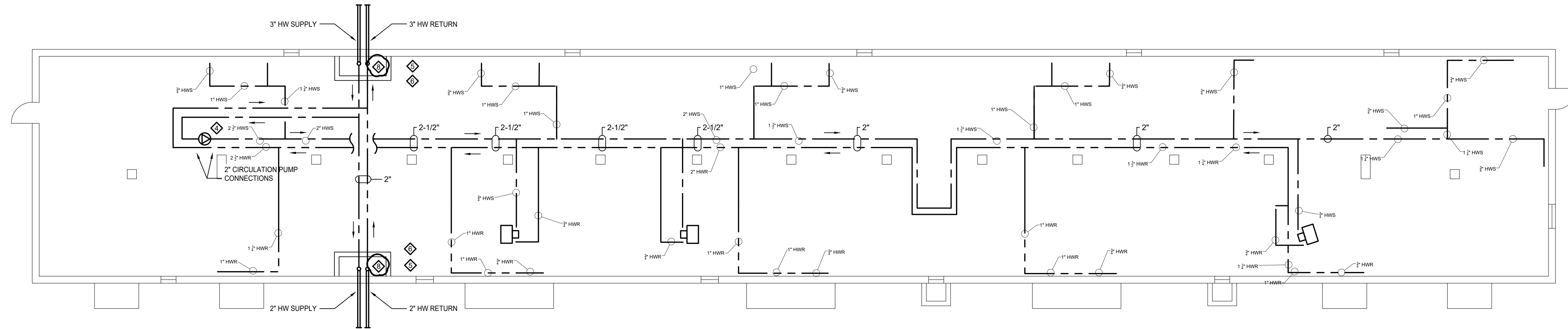
① 279 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



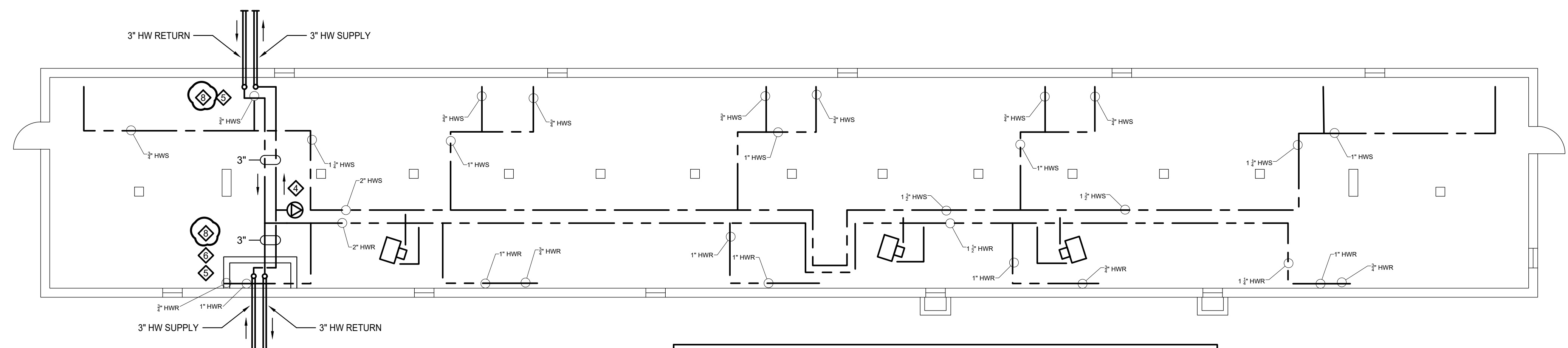
② 289 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



① 283 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 291 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

CERTIFICATION:

WILLIAM T. MAYER III

REGISTERED  
PROFESSIONAL ENGINEER  
MECHANICAL

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**ed**  
ENGINEERING DESIGN SERVICES  
INCORPORATED

141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

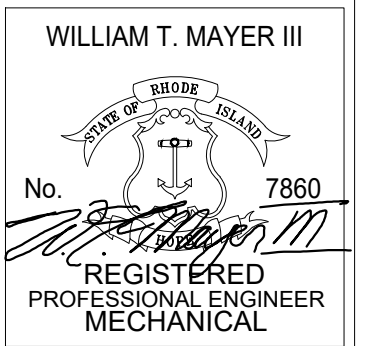
PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -  
ADMIRAL TERRACE  
283 & 291 CHAD**

JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:  
**M102**

CERTIFICATION :



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REV. NO.	DATE	DESCRIPTION
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**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

PROJECT NAME:

SHEET TITLE:

MECHANICAL -

ADMIRAL TERRACE  
94 & 108 FILLMORE

JOB NO.: 22245RS

DRAWN BY: TC

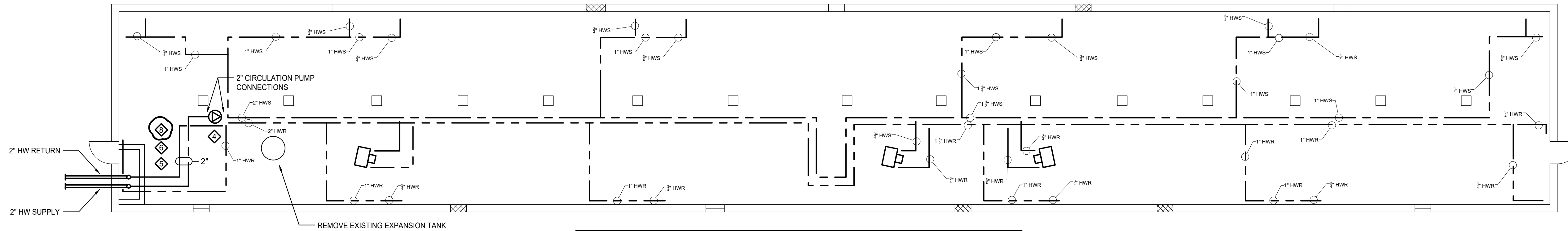
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DATE ISSUED: 01.09.2024

SCALE: AS NOTED

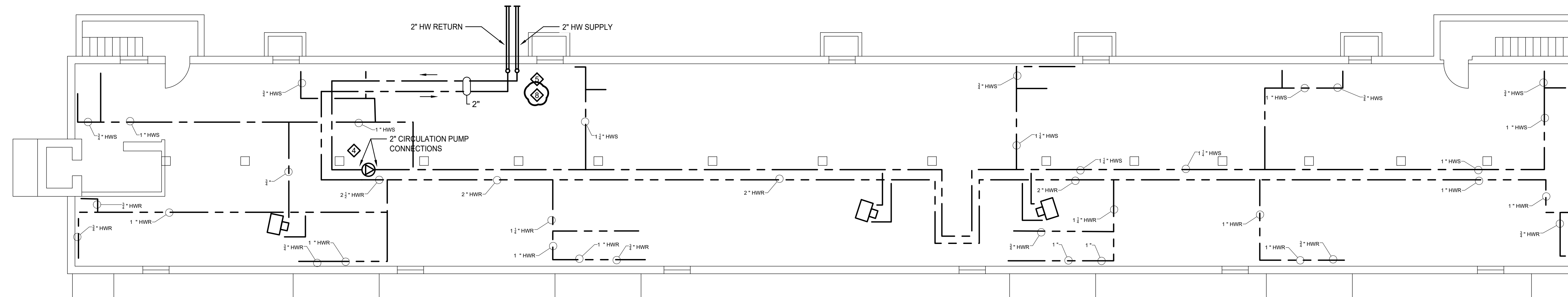
SHEET NO.:

**M103**



① 94 FILLMORE BASEMENT

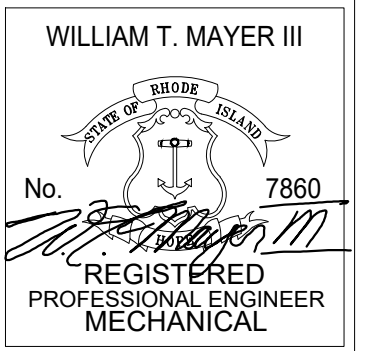
- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 108 FILLMORE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

CERTIFICATION :



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REV. NO.	DATE	DESCRIPTION
	01.09.24	FOR PERMIT & CONSTRUCTION

**Engineering Design Services**  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

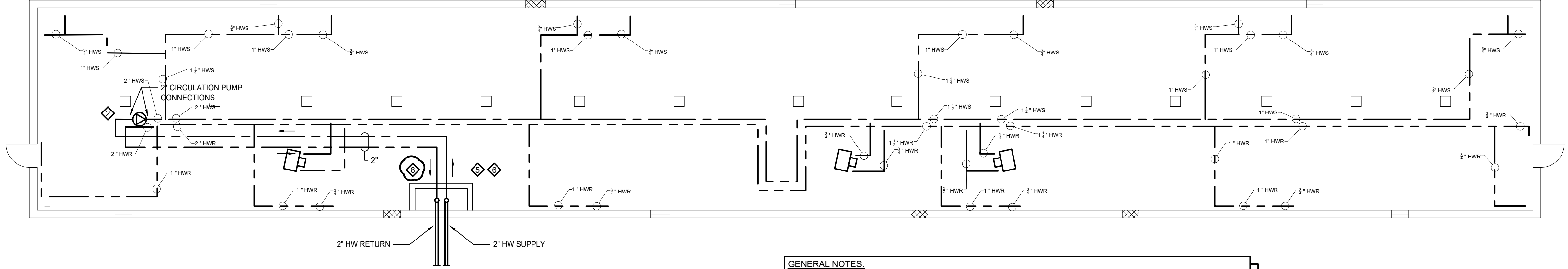
**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -  
ADMIRAL TERRACE  
90 & 104 FILLMORE**

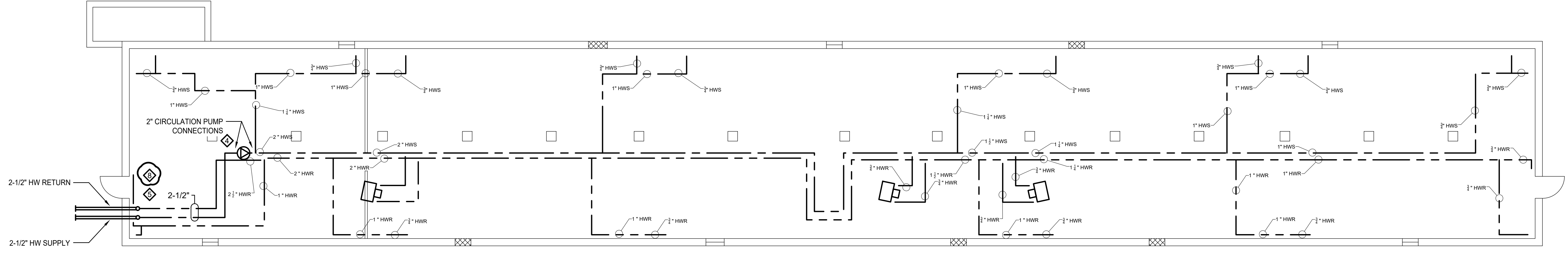
JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:  
**M104**



① 90 FILLMORE BASEMENT

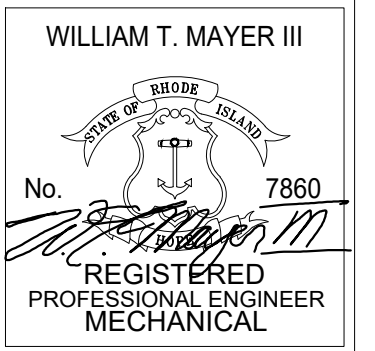
- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 104 FILLMORE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
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  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

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**Engineering Design Services**  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

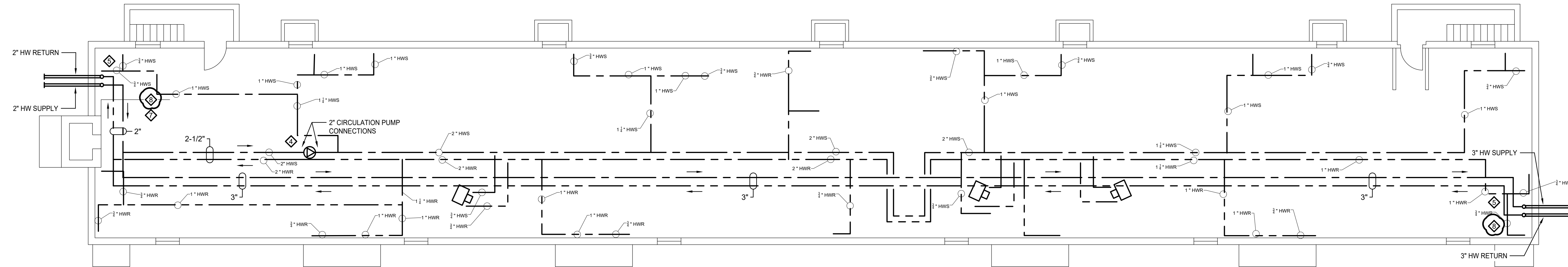
PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -  
ADMIRAL TERRACE  
100 & 124 FILLMORE**

JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

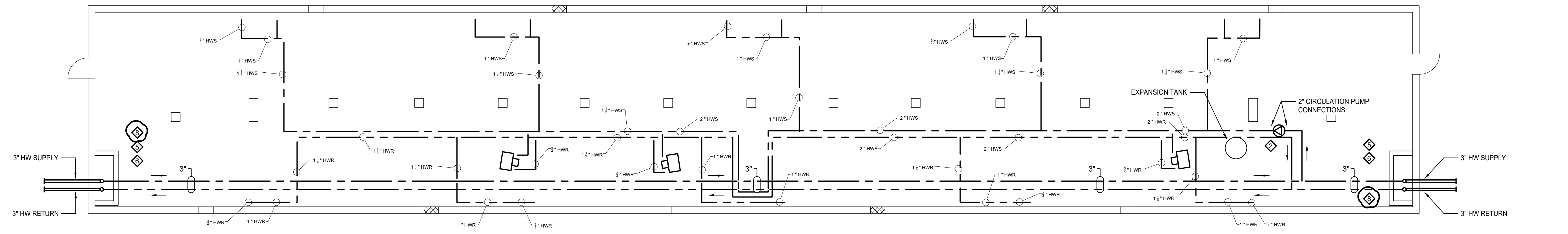
SHEET NO.:

# M105



① 100 FILLMORE BASEMENT

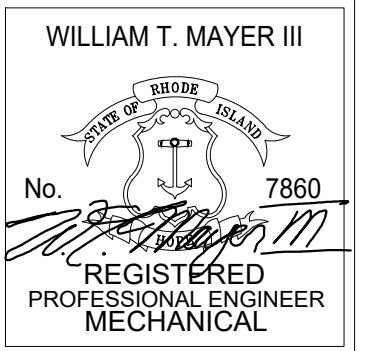
- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 124 FILLMORE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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**Engineering Design Services**  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

PROJECT NAME:

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs - RI  
Providence County**

SHEET TITLE:

**MECHANICAL -  
ADMIRAL TERRACE  
128 & 150 FILLMORE**

JOB NO.: 22245RS

DRAWN BY: TC

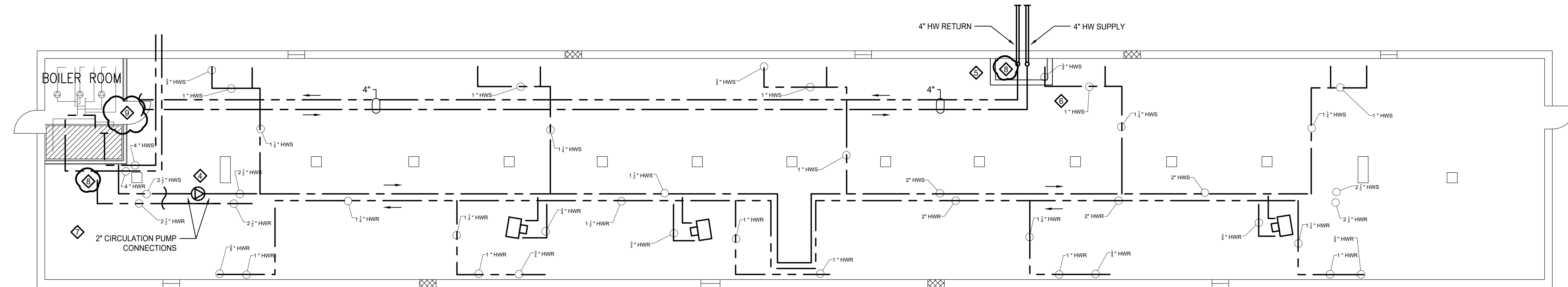
CHECKED BY: WTM

DATE ISSUED: 01.09.2024

SCALE: AS NOTED

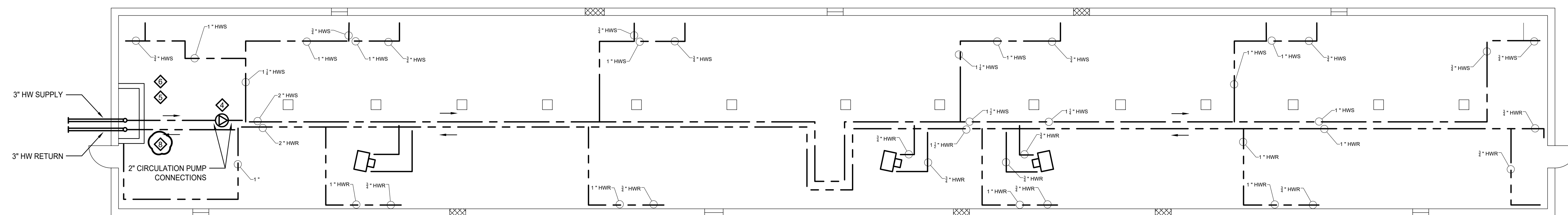
SHEET NO.:

**M106**



① 128 FILLMORE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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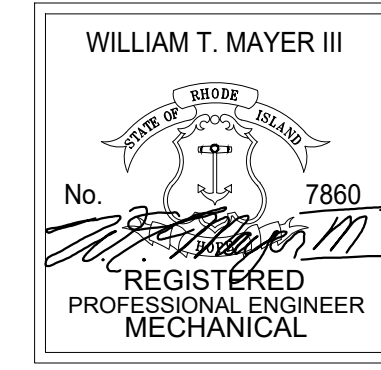


② 150 FILLMORE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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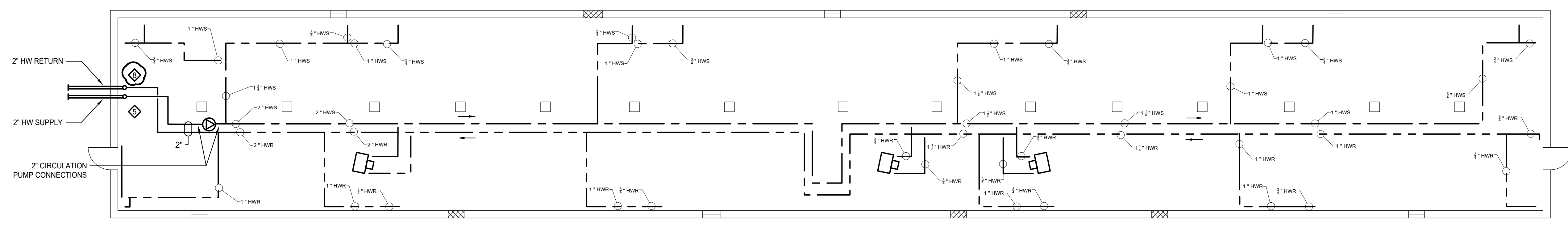


**PROJECT NAME:**  
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

**SHEET TITLE:**  
**MECHANICAL - ADMIRAL TERRACE 80 ADMIRAL & 130 FILLMORE**

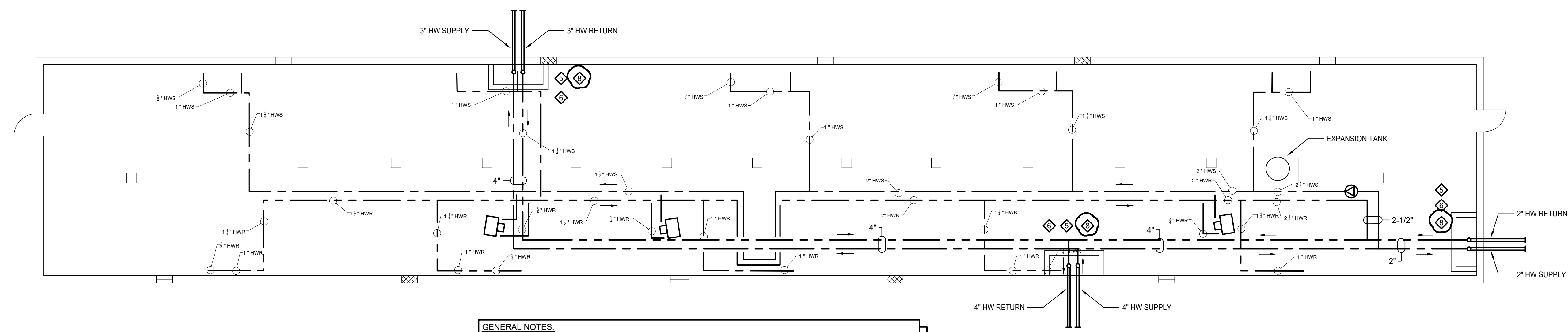
**JOB NO.:** 22245RS  
**DRAWN BY:** TC  
**CHECKED BY:** WTM  
**DATE ISSUED:** 01.09.2024  
**SCALE:** AS NOTED

**SHEET NO.:**



① 80 ADMIRAL BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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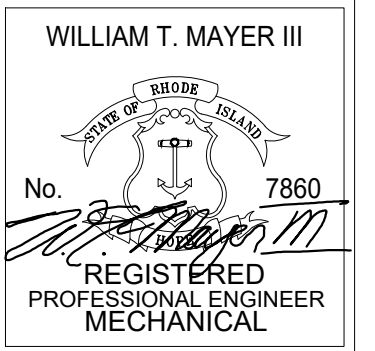


② 130 FILLMORE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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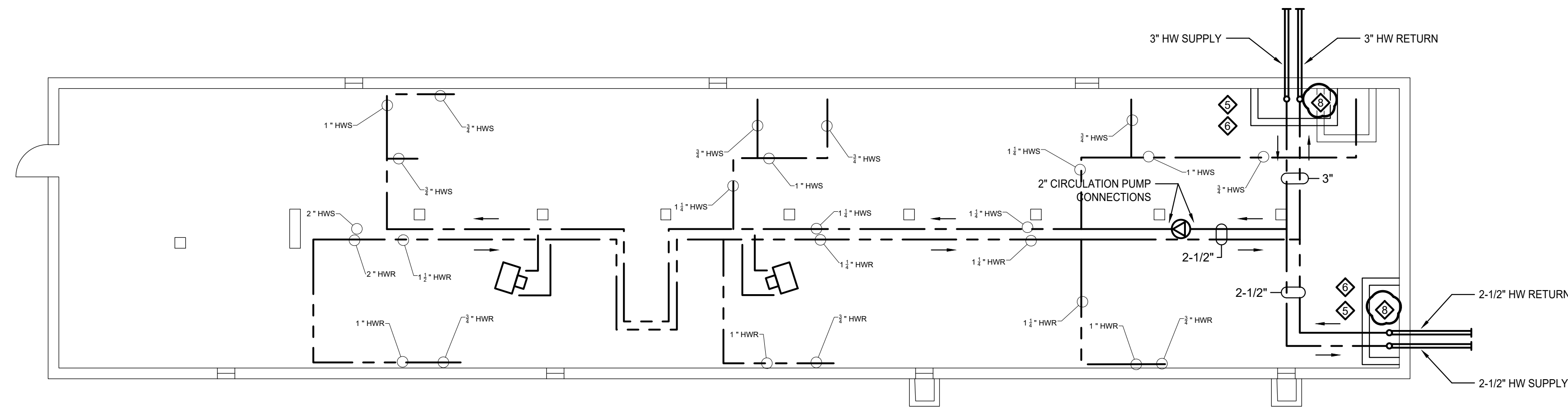
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -  
CHAD BROWN  
57 BERKSHIRE**

JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:  
**M108**

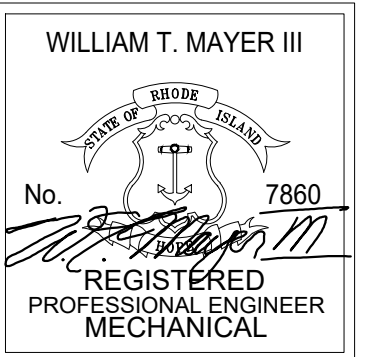


② 57 BERKSHIRE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

1 57 BERKSHIRE  
M108 SCALE: 1/8"=1'-0"

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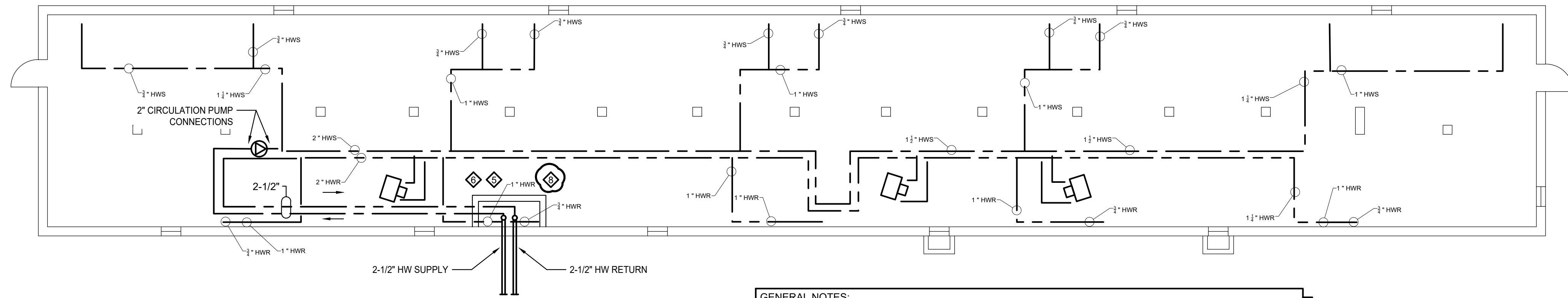
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -  
CHAD BROWN  
77 BERKSHIRE**

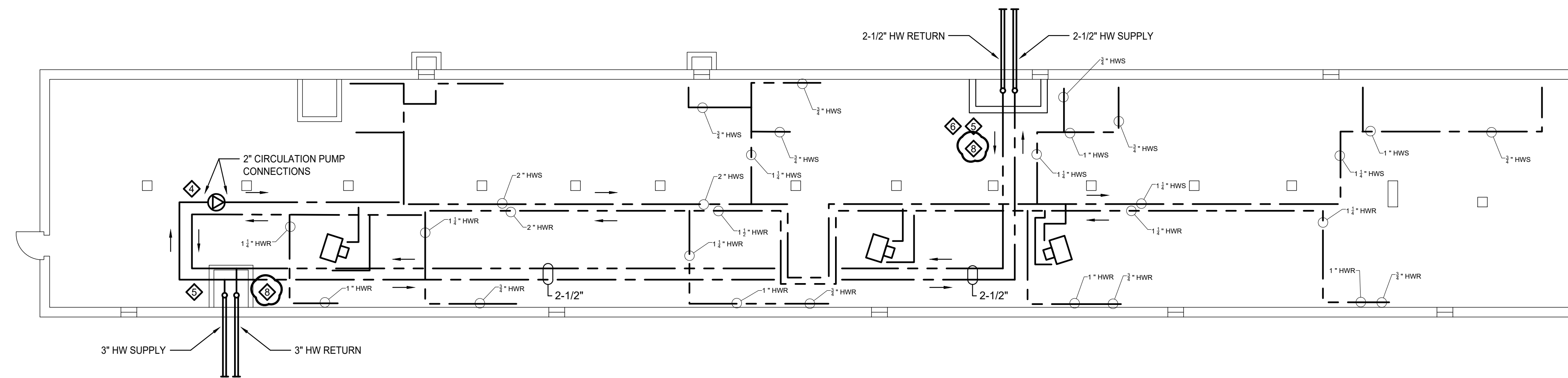
JOB NO.: 22245RS  
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DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:  
**M109**



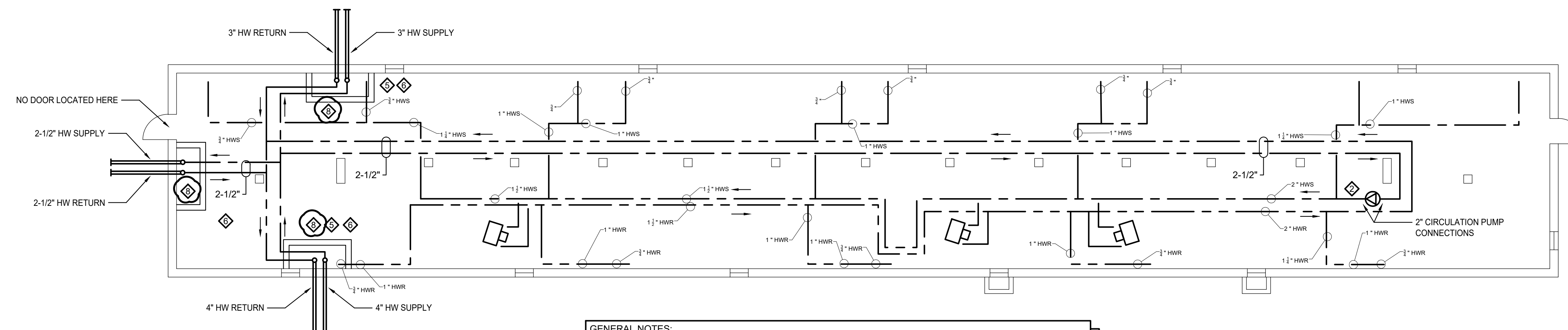
① 77 BERKSHIRE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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① 64 JUNE BASEMENT

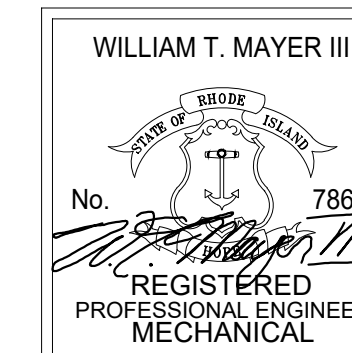
- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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② 65 MARCH BASEMENT

- GENERAL NOTES:**
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**ENGINEERING DESIGN SERVICES INCORPORATED**  
 141 Industrial Highway Slatersville, RI 02876  
 Tel (401) 765-7659 Fax (401) 765-2984

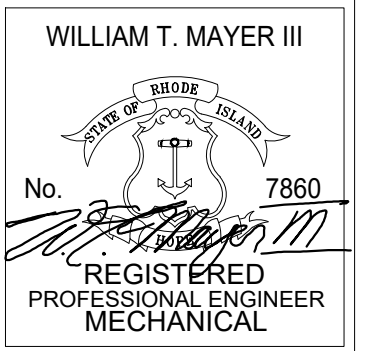
**PROJECT NAME:**  
 Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI

**SHEET TITLE:**  
 MECHANICAL - CHAD BROWN 64 JUNE & 65 MARCH

**JOB NO.:** 22245RS  
**DRAWN BY:** TC  
**CHECKED BY:** WTM  
**DATE ISSUED:** 01.09.2024  
**SCALE:** AS NOTED

**SHEET NO.:**

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**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

PROJECT NAME:

SHEET TITLE:  
**MECHANICAL -**

**CHAD BROWN  
53 MARCH**

JOB NO.: 22245RS

DRAWN BY: TC

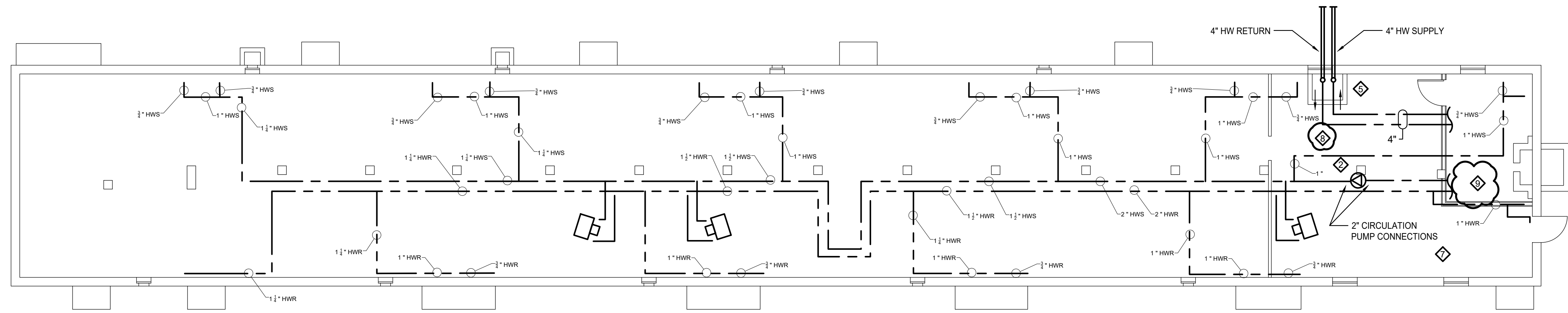
CHECKED BY: WTM

DATE ISSUED: 01.09.2024

SCALE: AS NOTED

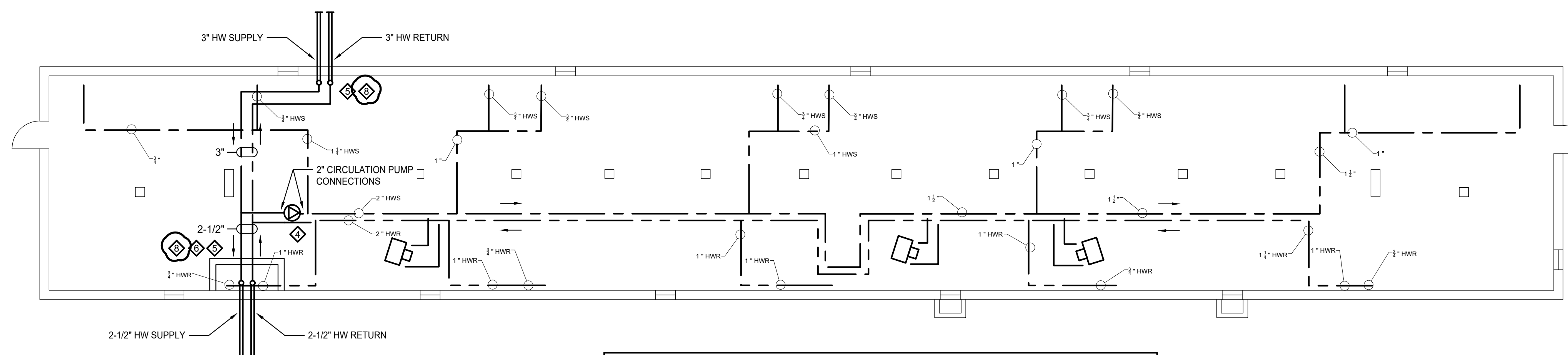
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**M111**



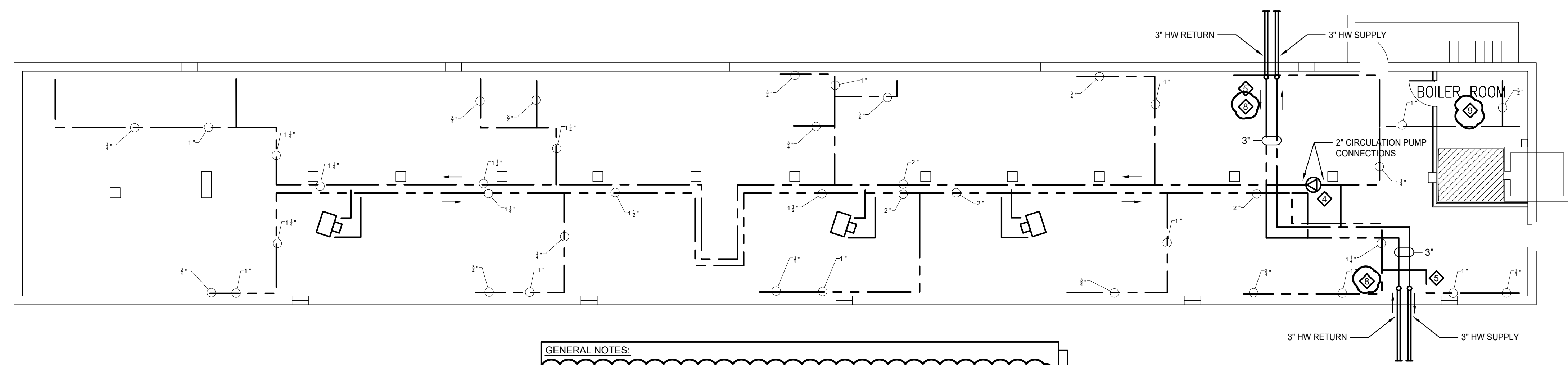
① 53 MARCH BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



① 48 JUNE BASEMENT

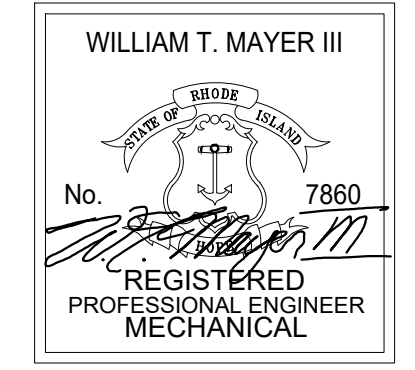
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② 58 JUNE BASEMENT

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REV. NO.	DATE	DESCRIPTION
	01.09.24	FOR PERMIT & CONSTRUCTION



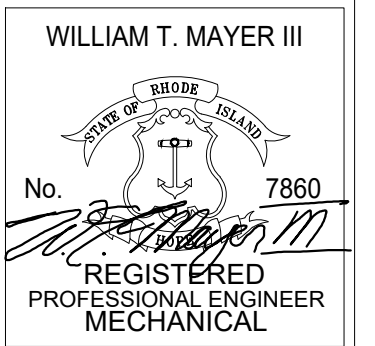
**PROJECT NAME:**  
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

**SHEET TITLE:**  
**MECHANICAL - CHAD BROWN 48 JUNE & 58 JUNE**

**JOB NO.:** 22245RS  
**DRAWN BY:** TC  
**CHECKED BY:** WTM  
**DATE ISSUED:** 01.09.2024  
**SCALE:** AS NOTED

**SHEET NO.:**  
**M112**

CERTIFICATION :



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REFER TO ALL DRAWINGS FOR COMPLETE SCOPE OF WORK.

THIS DRAWING IS NOT TO BE SCALED OR USED AS AN AS-BUILT.

REV. NO.	DATE	DESCRIPTION
	01.09.24	FOR PERMIT & CONSTRUCTION

**ed**  
ENGINEERING DESIGN SERVICES  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

PROJECT NAME:

SHEET TITLE:  
MECHANICAL -

CHAD BROWN  
35 & 39 MARCH

JOB NO.: 22245RS

DRAWN BY: TC

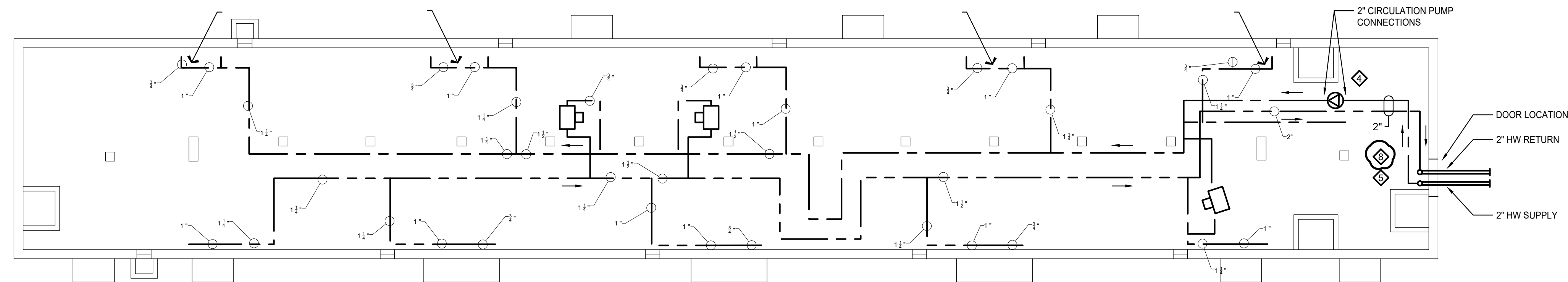
CHECKED BY: WTM

DATE ISSUED: 01.09.2024

SCALE: AS NOTED

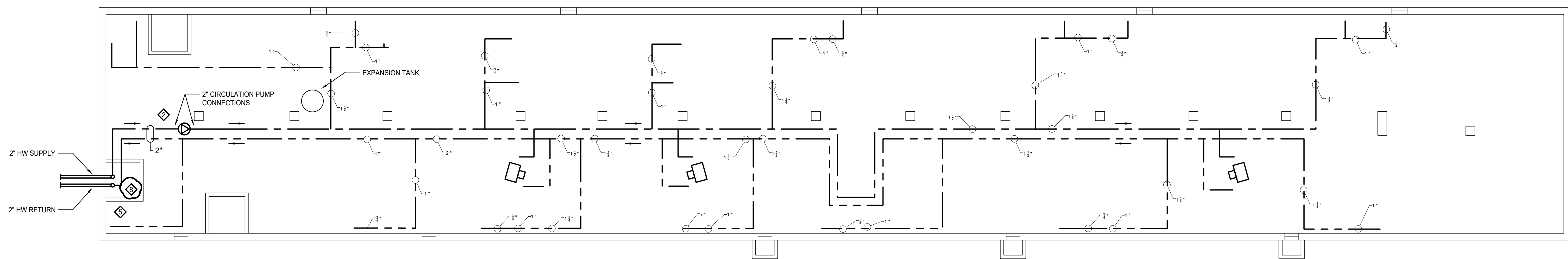
SHEET NO.:

**M113**



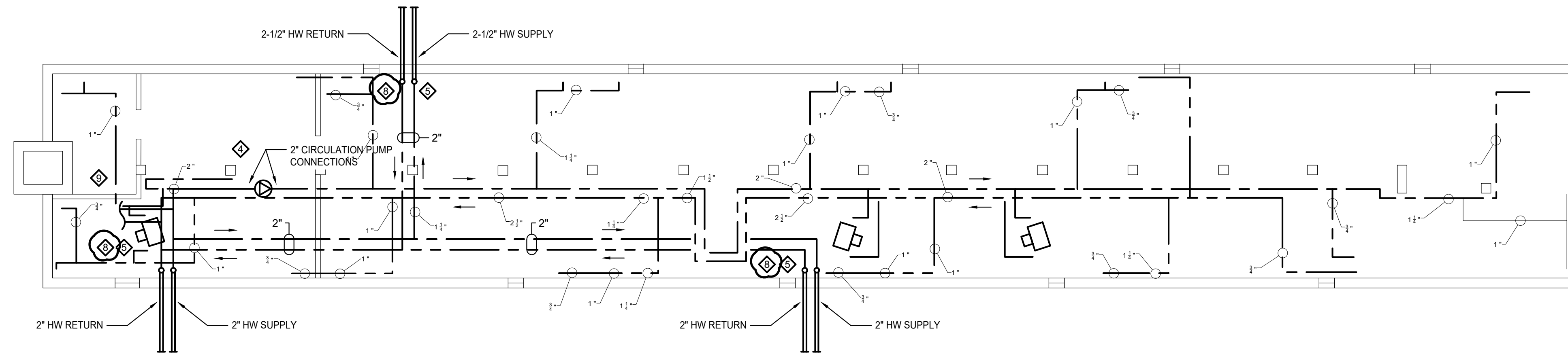
① 35 MARCH BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



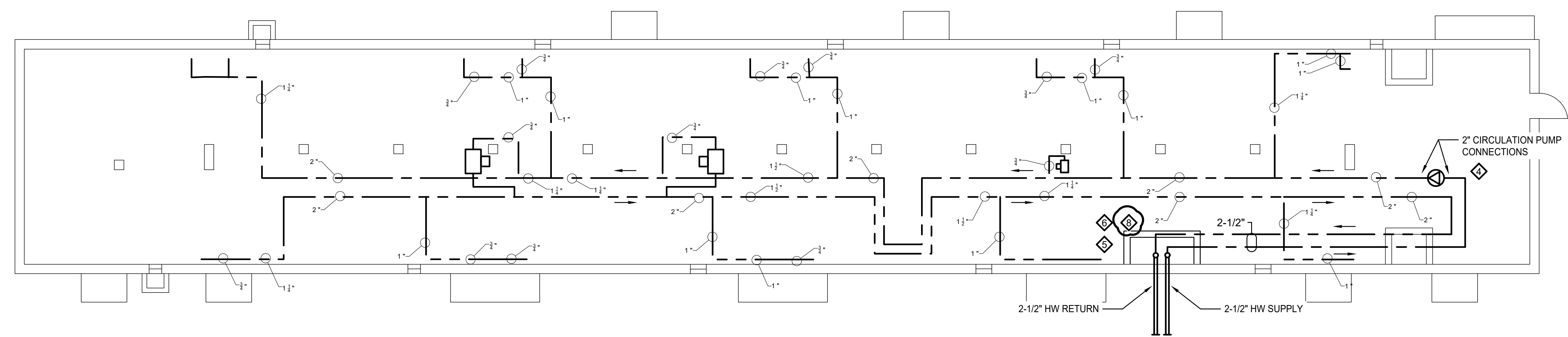
② 39 MARCH BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



① 29 MARCH BASEMENT

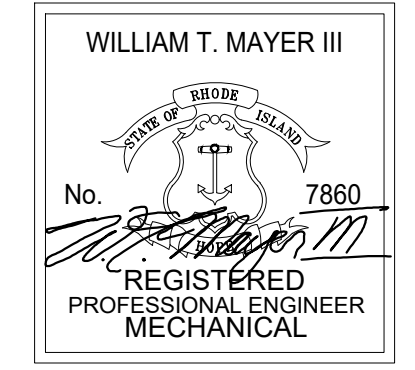
- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 34 JUNE BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

CERTIFICATION :



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REFER TO ALL DRAWINGS FOR COMPLETE SCOPE OF WORK.

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REV. NO.	DATE	DESCRIPTION
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**PROJECT NAME:**  
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

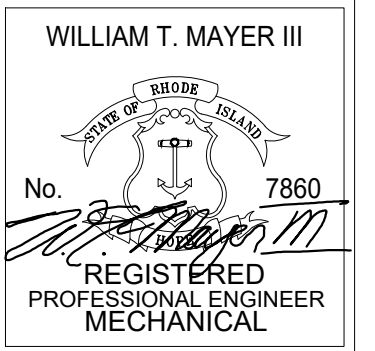
**SHEET TITLE:**  
**MECHANICAL - CHAD BROWN 29 MARCH & 34 JUNE**

**JOB NO.:** 22245RS  
**DRAWN BY:** TC  
**CHECKED BY:** WTM  
**DATE ISSUED:** 01.09.2024  
**SCALE:** AS NOTED

**SHEET NO.:**  
**M114**



CERTIFICATION :



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REV. NO.	DATE	DESCRIPTION
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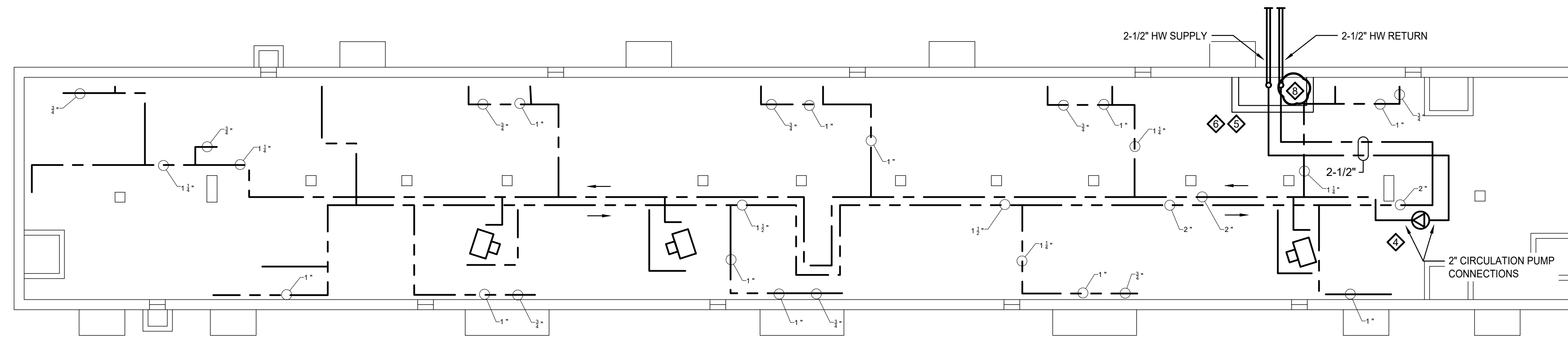
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

**MECHANICAL - CHAD BROWN 21 MARCH & 244 CHAD**

JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

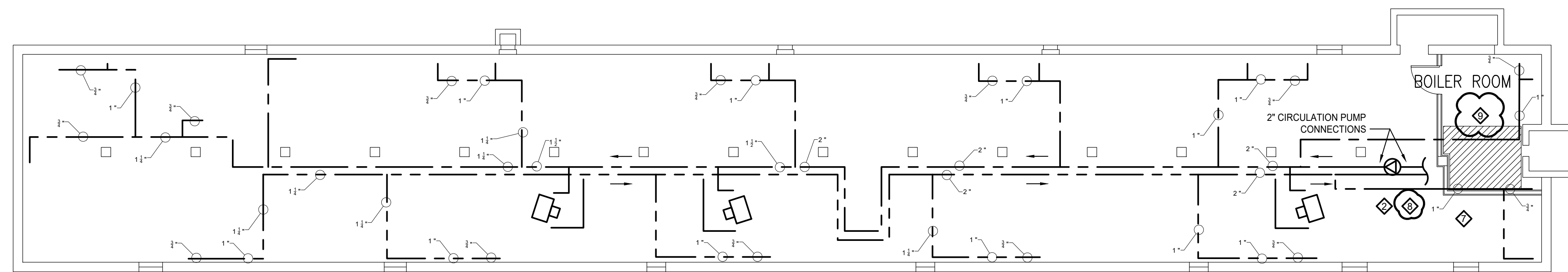
SHEET NO.: **M115**

**21 MARCH NOTE:**  
SEE SHEET M000 FOR SCOPE NOTE.



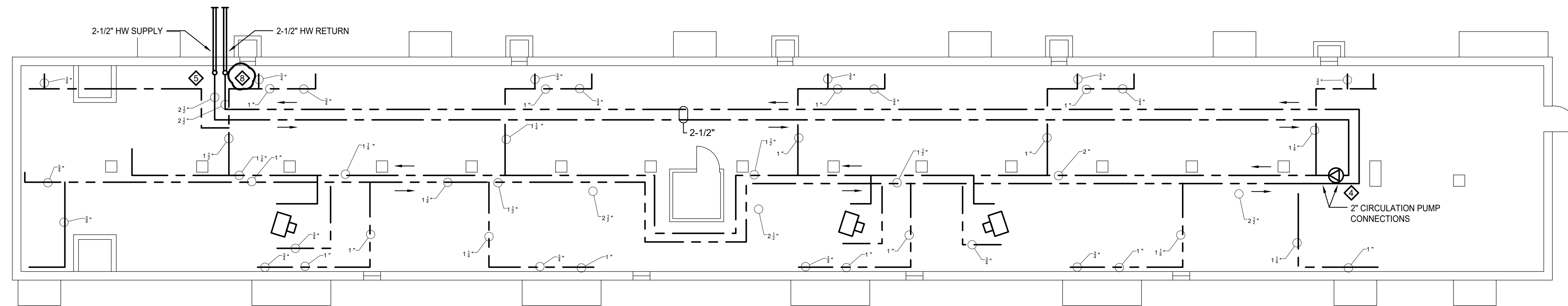
**1 21 MARCH BASEMENT**

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



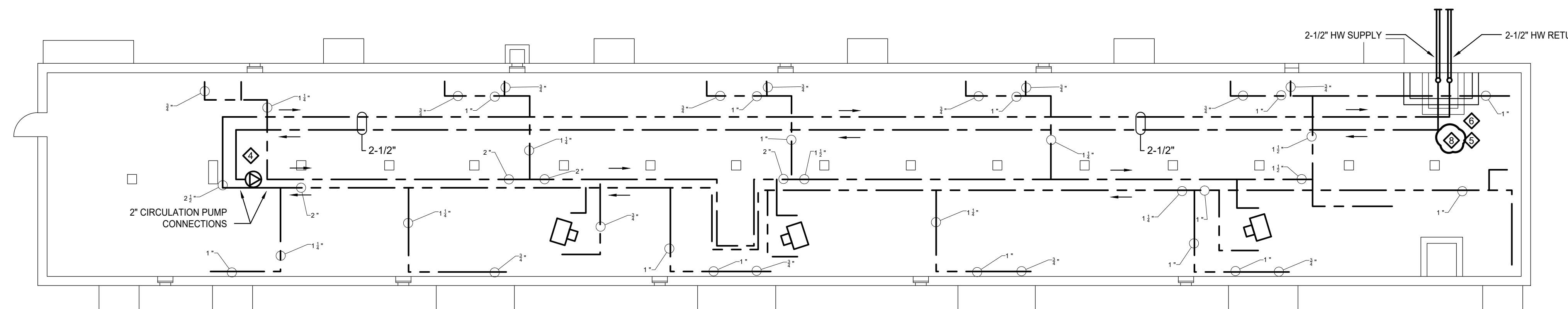
**2 244 CHAD BASEMENT**

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
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  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



① 262 CHAD BASEMENT

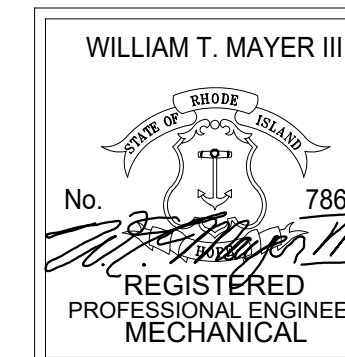
- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
  4. ALL ISOLATION OF MAIN TRANSFER PIPING SHALL COMPLY WITH "TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNIONS" DETAIL. SEE PAGE M201 FOR REFERENCE.
  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 270 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
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  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
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REV. NO.	DATE	DESCRIPTION
	01.09.24	FOR PERMIT & CONSTRUCTION

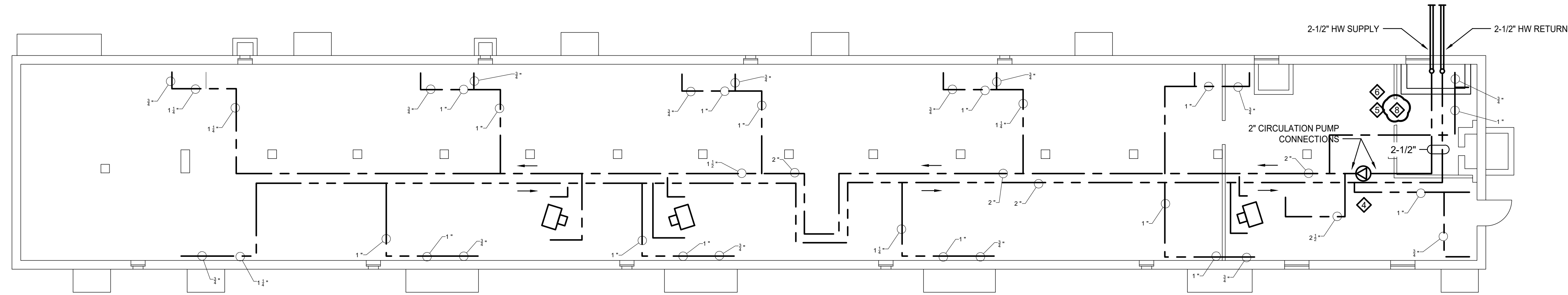
**Engineering Design Services**  
INCORPORATED  
141 Industrial Highway Slatersville, RI 02876  
Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

SHEET TITLE:  
**MECHANICAL -  
CHAD BROWN  
262 & 270 CHAD**

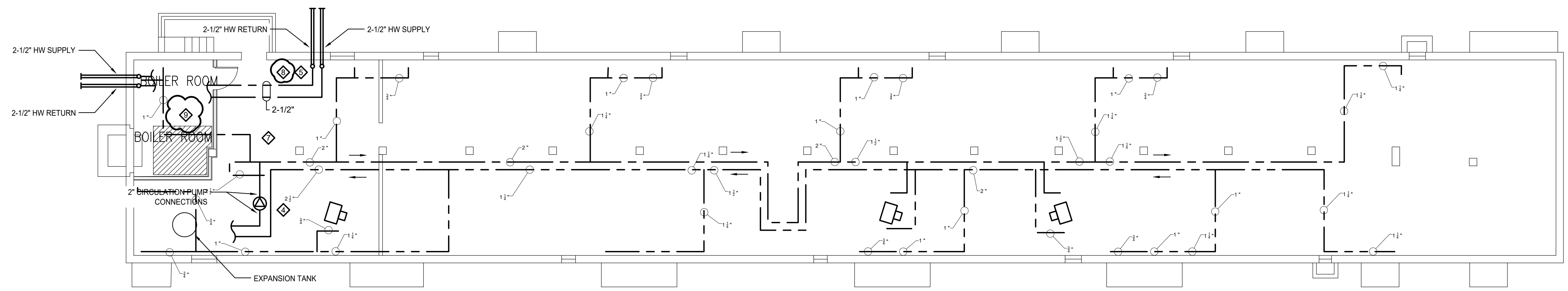
JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:



① 20 JUNE BASEMENT

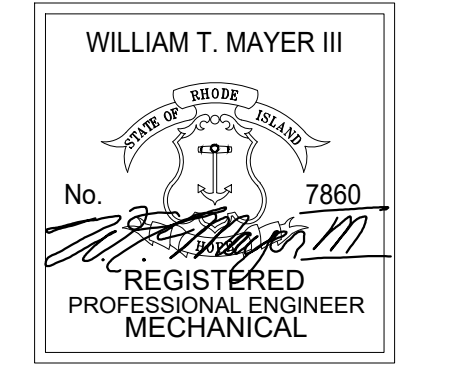
- GENERAL NOTES:**
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  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.



② 286 CHAD BASEMENT

- GENERAL NOTES:**
1. ALL RISERS SHALL COMPLY WITH "TYPICAL RISER PIPE EXPANSION LEG & ISOLATION VALVE INSTALLATION REQUIREMENT" & "TYPICAL RETURN RISER ISOLATION AND DRAIN" DETAILS. SEE PAGE M201 FOR REFERENCE.
  2. PROVIDE STEEL RISER WITH DIELECTIRC COUPLING.
  3. PROVIDE COPPER RISER WITH COPPER COUPLING.
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  5. ALL EXISTING UNIT HEATERS TO BE DISCONNECTED AND REMOVED.
  6. FULL SYSTEM FLUSH TO BE PERFORMED ON ALL DWELLING UNITS UPON INSTALLATION.

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	01.09.24	FOR PERMIT & CONSTRUCTION



PROJECT NAME:  
**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

SHEET TITLE:  
**MECHANICAL - CHAD BROWN 20 JUNE & 286 CHAD**

JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:  
**M117**



Clamp coupling SDR11 for HeatFlex		HELA					
Picture	Art. - Nr.	Product Class	Service Pipe	Inches OD	Service Pipe Connection	Material	Description
	311004025025	HeatFlex Fitting SDR11	25x2,3	1"	Clamp SDR11 PE-Xa	brass	H25/H25 clamp coupling (He)
	311004032032	HeatFlex Fitting SDR11	32x2,9	1.25"	Clamp SDR11 PE-Xa	brass	H32/H32 clamp coupling (He)
	311004040040	HeatFlex Fitting SDR11	40x3,7	1.50"	Clamp SDR11 PE-Xa	brass	H40/H40 clamp coupling (He)
	311004050050	HeatFlex Fitting SDR11	50x4,6	2"	Clamp SDR11 PE-Xa	brass	H50/H50 clamp coupling (He)
	311004063063	HeatFlex Fitting SDR11	63x5,8	2.5"	Clamp SDR11 PE-Xa	brass	H63/H63 clamp coupling (He)
	311004075075	HeatFlex Fitting SDR11	75x6,8	3"	Clamp SDR11 PE-Xa	brass	H75/H75 clamp coupling (He)
	311004090090	HeatFlex Fitting SDR11	90x8,2	3.5"	Clamp SDR11 PE-Xa	brass	H90/H90 clamp coupling (He)
	311004110110	HeatFlex Fitting SDR11	110x10,0	4"	Clamp SDR11 PE-Xa	brass	H110/H110 clamp coupling (He)
	311004125125	HeatFlex Fitting SDR11	125x11,4	4.5"	Clamp SDR11 PE-Xa	brass	H125/H125 clamp coupling (He)

Clamp fitting with male thread SDR11 for HeatFlex		HELA					
Picture	Art. - Nr.	Product Class	Service Pipe	Inches OD	Service Pipe Connection	Outside Casing	Description
	315004025034	HeatFlex Fitting SDR11	25x2,3	1"	Clamp SDR11 PE-Xa	brass	H25 (3/4") clamp fitting with male thread (He)
	315004032100	HeatFlex Fitting SDR11	32x2,9	1.25"	Clamp SDR11 PE-Xa	brass	H32 (1") clamp fitting with male thread (He)
	315004040054	HeatFlex Fitting SDR11	40x3,7	1.50"	Clamp SDR11 PE-Xa	brass	H40 (5/4") clamp fitting with male thread (He)
	315004050064	HeatFlex Fitting SDR11	50x4,6	2"	Clamp SDR11 PE-Xa	brass	H50 (6/4") clamp fitting with male thread (He)
	315004063200	HeatFlex Fitting SDR11	63x5,8	2.5"	Clamp SDR11 PE-Xa	brass	H63 (2") clamp fitting with male thread (He)
	315004075212	HeatFlex Fitting SDR11	75x6,8	3"	Clamp SDR11 PE-Xa	brass	H75 (2 1/2") clamp fitting with male thread (He)
	315004090300	HeatFlex Fitting SDR11	90x8,2	3.5"	Clamp SDR11 PE-Xa	brass	H90 (3") clamp fitting with male thread (He)
	315004110400	HeatFlex Fitting SDR11	110x10,0	4"	Clamp SDR11 PE-Xa	brass	H110 (4") clamp fitting with male thread (He)
	315004125400	HeatFlex Fitting SDR11	125x11,4	4.5"	Clamp SDR11 PE-Xa	brass	H125 (5") clamp fitting with male thread (He)

Clamp fitting elbow coupling 90° SDR11 for HeatFlex		Jentro					
Picture	Art. - Nr.	Product Class	Service Pipe	Inches OD	Service Pipe Connection	Outside Casing	Description
	314004025025	HeatFlex Fitting SDR11	25x2,3	1"	Clamp SDR11 PE-Xa	brass	H25/25 clamp elbow coupling 90° (Je)
	314004032032	HeatFlex Fitting SDR11	32x2,9	1.25"	Clamp SDR11 PE-Xa	brass	H32/32 clamp elbow coupling 90° (Je)
	314004040040	HeatFlex Fitting SDR11	40x3,7	1.50"	Clamp SDR11 PE-Xa	brass	H40/40 clamp elbow coupling 90° (Je)
	314004050050	HeatFlex Fitting SDR11	50x4,6	2"	Clamp SDR11 PE-Xa	brass	H50/50 clamp elbow coupling 90° (Je)
	314004063063	HeatFlex Fitting SDR11	63x5,8	2.5"	Clamp SDR11 PE-Xa	brass	H63/63 clamp elbow coupling 90° (Je)
	314004075075	HeatFlex Fitting SDR11	75x6,8	3"	Clamp SDR11 PE-Xa	brass	H75/75 clamp elbow coupling 90° (Je)
	314004090090	HeatFlex Fitting SDR11	90x8,2	3.5"	Clamp SDR11 PE-Xa	brass	H90/90 clamp elbow coupling 90° (Je)
	314004110110	HeatFlex Fitting SDR11	110x10,0	4"	Clamp SDR11 PE-Xa	brass	H110/110 clamp elbow coupling 90° (Je)

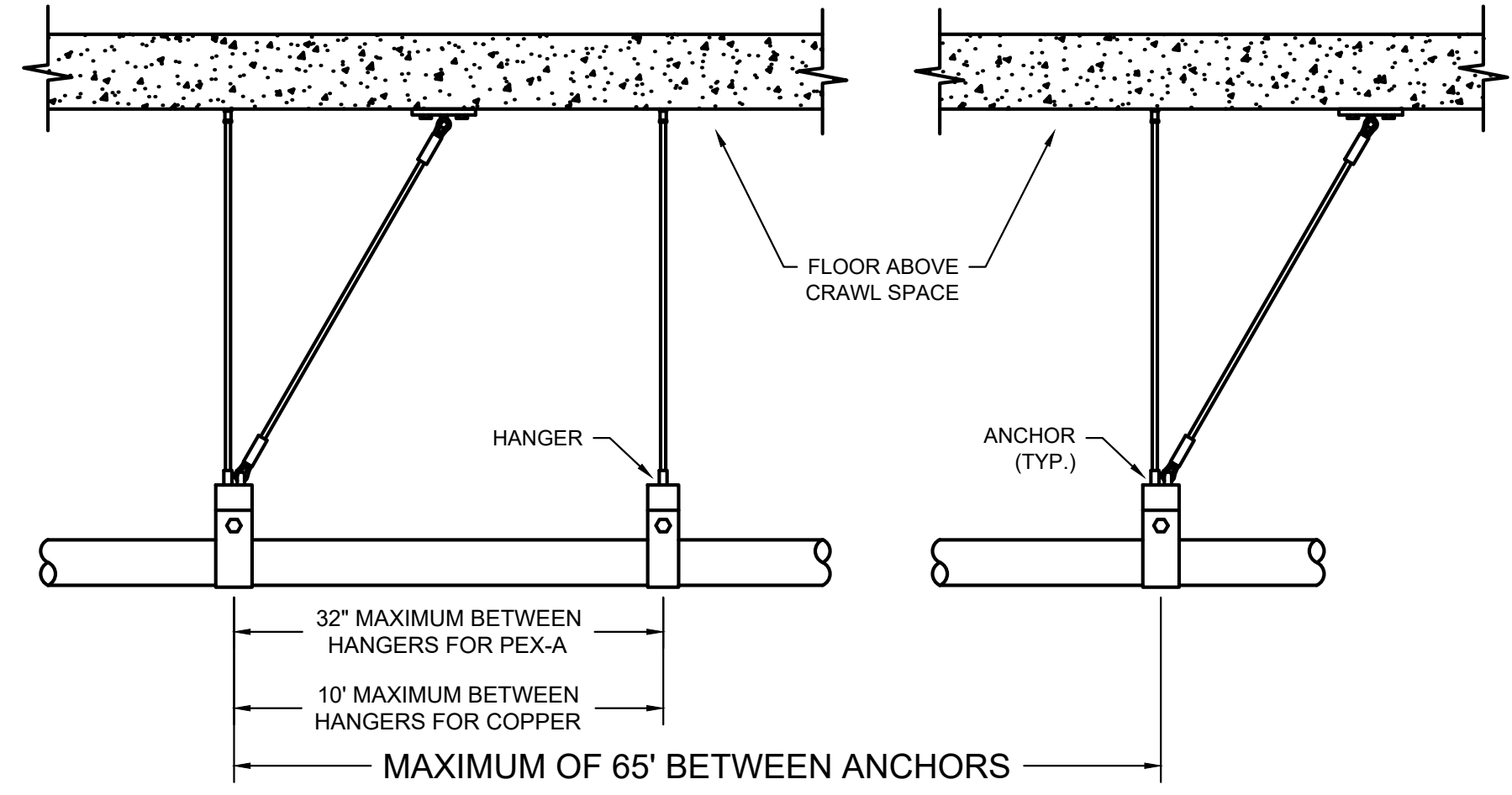
PEX-GARD CONNECTIONS  
CLAMP, COUPLING, AND FITTINGS:  
HELA LAIHO INDUSTRIESTES  
NOORMARKKU (PORI), FINLAND  
NO OTHER KNOWN APPROVED EQUALS

PEX-GARD CONNECTIONS  
ELBOWS:  
MANUFACTURER - JENTRO, NV  
ROTSLEAAR, BELGIUM  
STOCKED BY RADIUS PIPE SOLUTIONS  
PORTLAND, ME  
LOCAL REPRESENTATIVE:  
JOHN C. DIGERTT, INC.  
DURHAM, CT  
P: (860) 349-0468

PIPE FITTINGS		
PIPE SIZE (INCHES)	ESTIMATED QUANTITY OF FITTINGS	QUANTITY OF SPARES
2	24	6
2-1/2	32	6
3	36	6
4	10	6

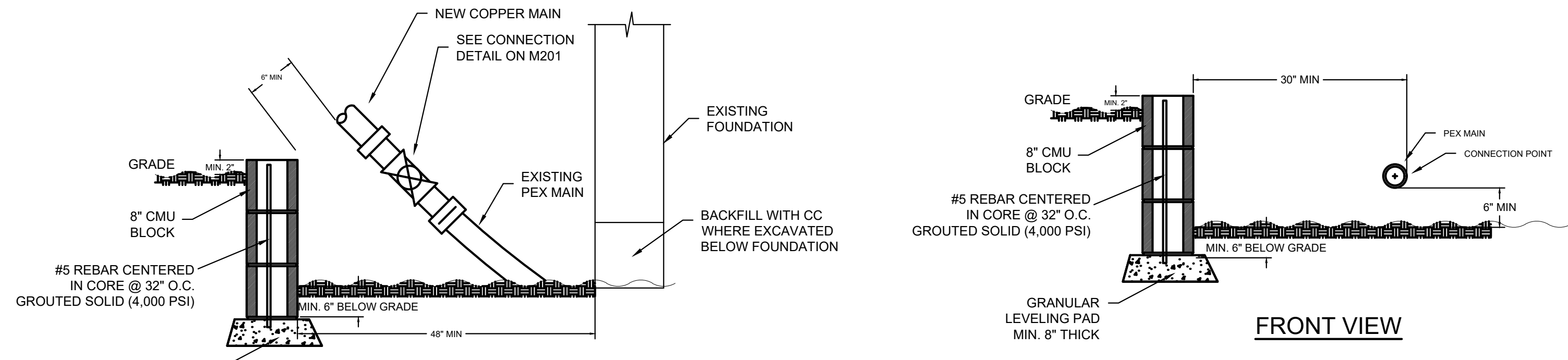
NOTES:  
1. CONFIRM SIZE BEFORE ORDERING

FITTING SCHEDULE  
NTS



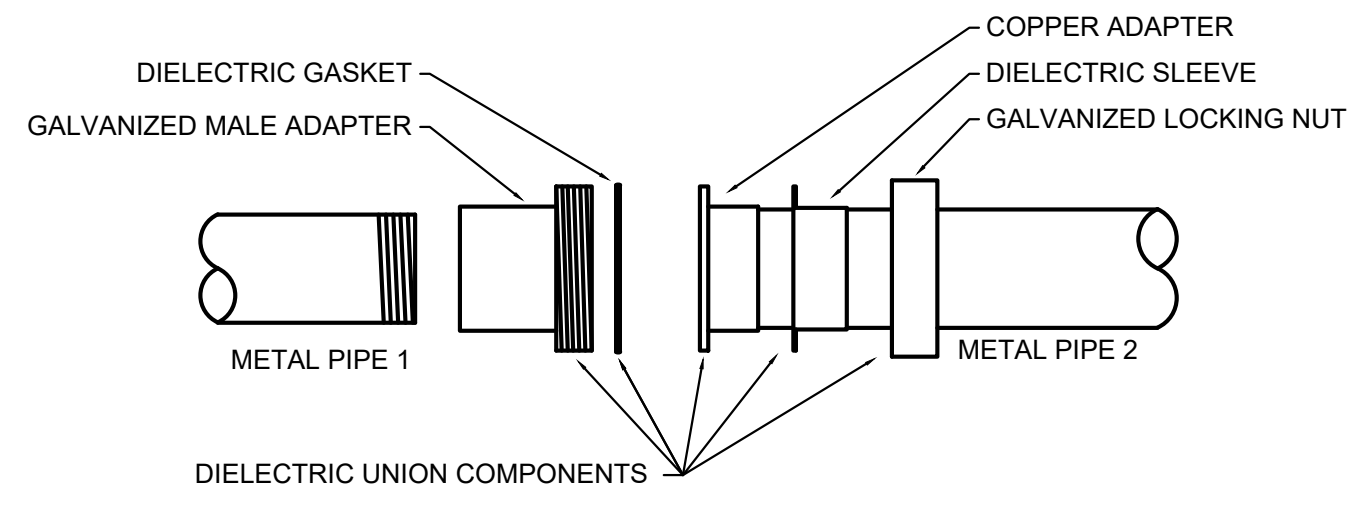
- NOTES:  
1. TO BE PER PIPE MANUFACTURER RECOMMENDATIONS.  
2. HANGERS TO BE INCLUDED NEXT TO CIRCULATION PUMP.

HANGER DETAILS - SHOWN  
(FOR REFERENCE ONLY)  
NTS

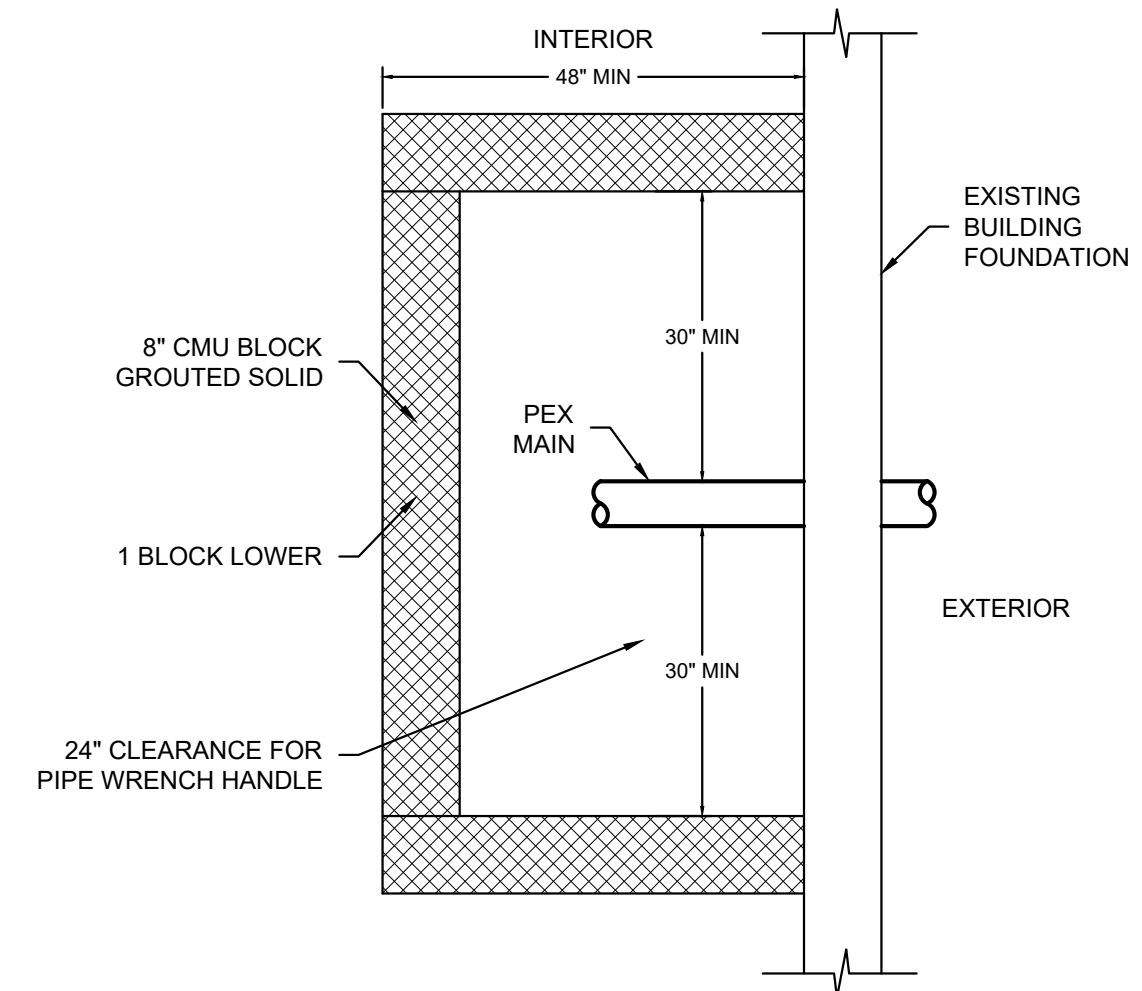


- NOTES:  
1. SUPPORT AS REQUIRED, CONSISTENT WITH MANUFACTURER RECOMMENDATIONS.  
2. BUILDINGS INCLUDE 275 CHAD, 289 CHAD, 283 CHAD, 291 CHAD, 94 FILLMORE, 99 FILLMORE, 124 FILLMORE, 128 FILLMORE, 150 FILLMORE, 130 FILLMORE, 57 BERKSHIRE, 77 BERKSHIRE, 64 JUNE, 65 MARCH, 48 JUNE, 34 JUNE, 270 CHAD, 20 JUNE.

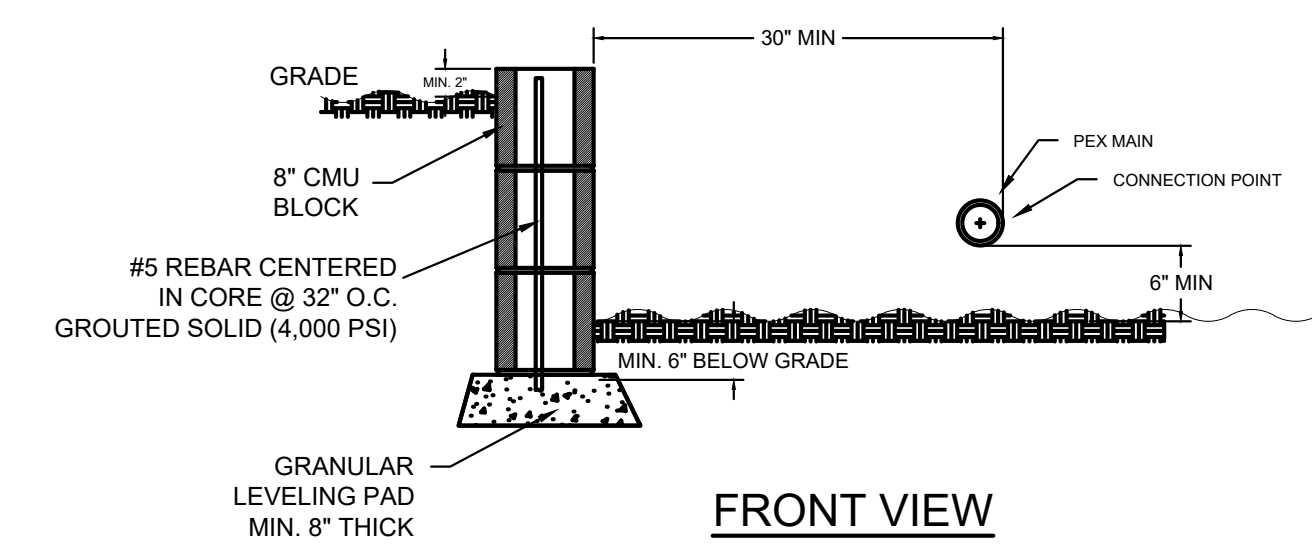
BOX OUT OF SUPPLY & RETURN  
CONNECTIONS DETAIL  
NTS



DIELECTRIC COUPLING FOR CONNECTION OF  
DIS-SIMILAR METALS  
(FOR REFERENCE ONLY)  
(SEE KEYNOTE #7)  
NTS

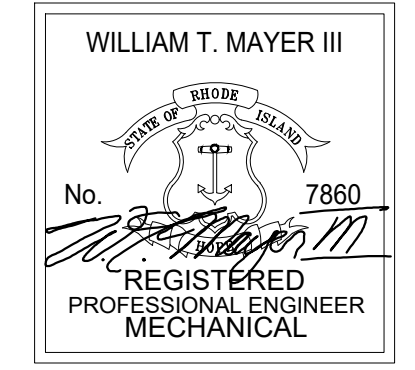


PLAN VIEW



FRONT VIEW

CERTIFICATION:



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INCORPORATED  
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Tel (401) 765-7659 Fax (401) 765-2984

PROJECT NAME:  
**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs - RI  
Providence County - RI**

SHEET TITLE:  
**MECHANICAL -  
SCHEDULES &  
DETAILS**

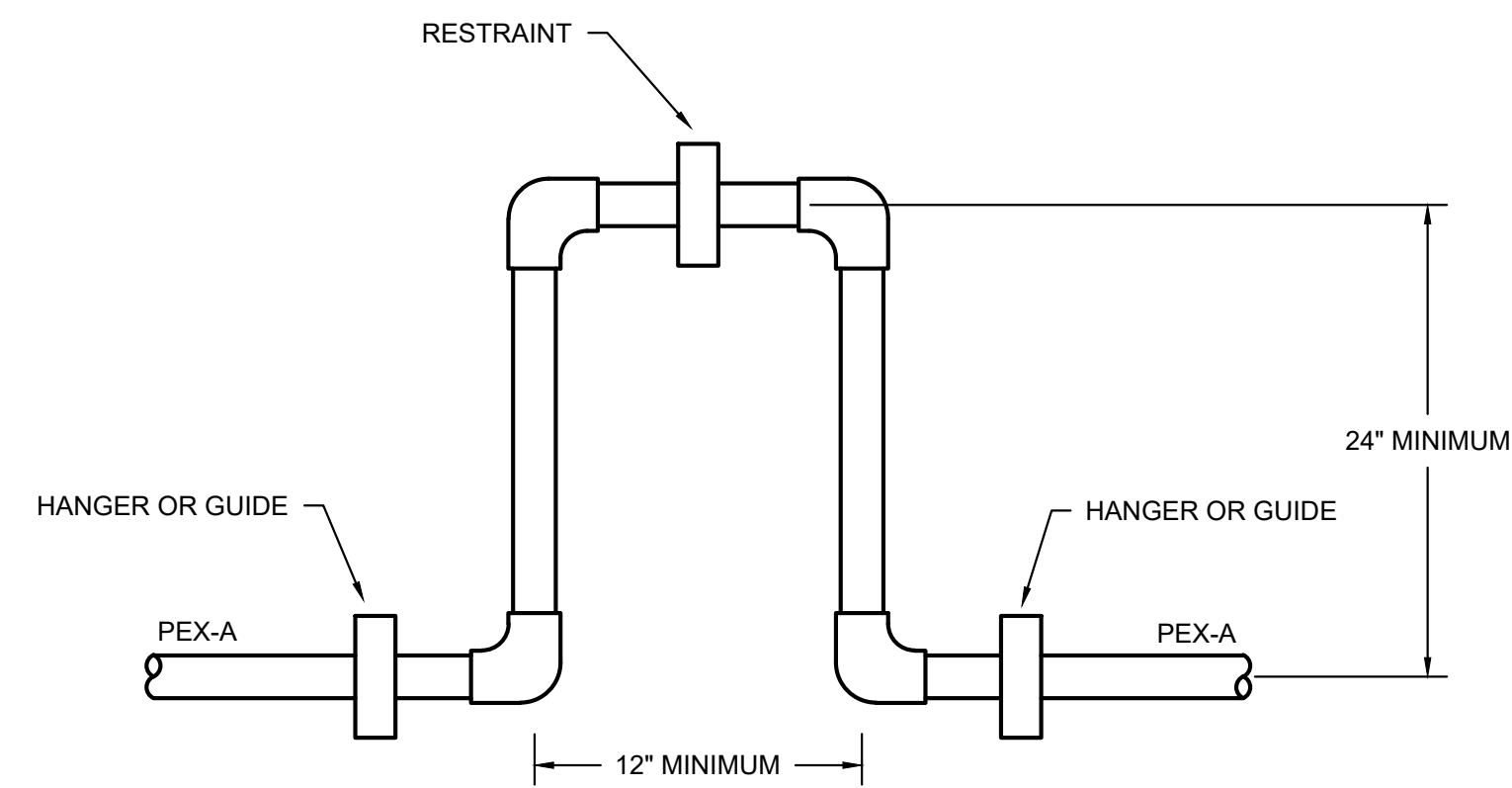
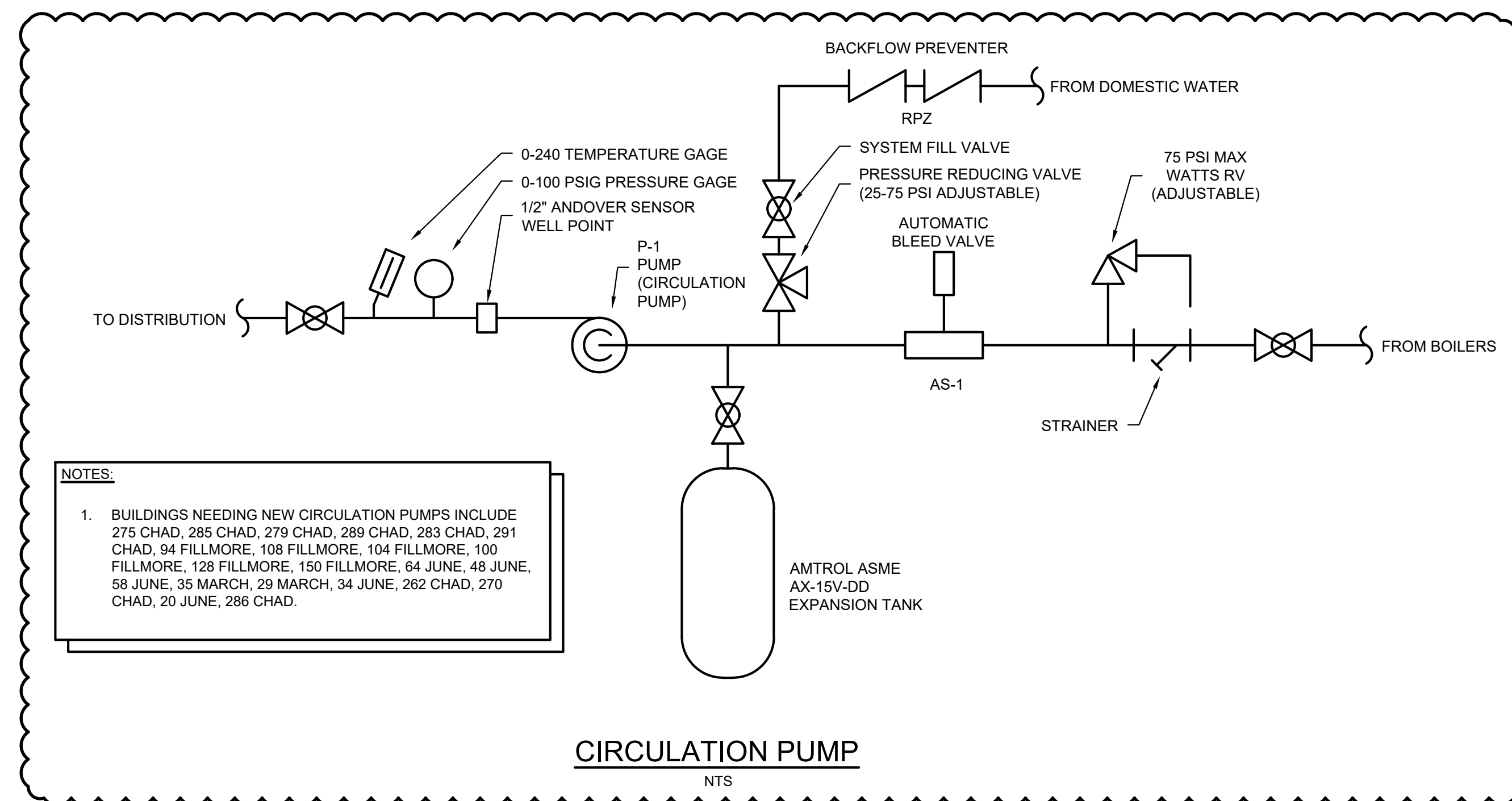
JOB NO.: 22245RS  
DRAWN BY: TC  
CHECKED BY: WTM  
DATE ISSUED: 01.09.2024  
SCALE: AS NOTED

SHEET NO.:  
**M200**



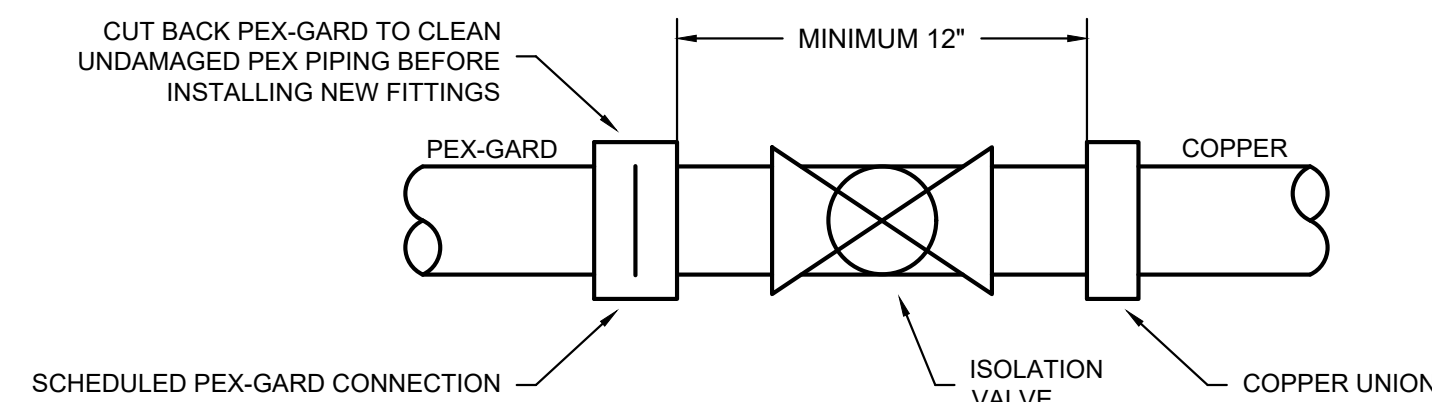
PUMP SCHEDULE (BASED ON GRUNDFOS)									
SYMBOL	MODEL	FLUID	GPM	HEAD (FT)	FLANGE STANDARD	MOTOR DATA			NOTES
						WATTS	RPM	VOLTAGE	
P-1	MAGNA 3 D 65-120F	WATER	105.0	40	GF	767	-	115/1/60	1
NOTES: 1. SHAFT SEAL SHALL BE SUITABLE FOR FLUID TYPE, TEMPERATURE & PRESSURE.									

HYDRONIC SPECIALTIES SCHEDULE					
SYMBOL	MODEL	SERVES SYSTEM	ACCEPTANCE (GAL)	TANK VOLUME (GAL)	NOTES
AS-1	2"	AIR SCOOP	-	-	5
NOTES: 1. PROVIDE 125PSI WORKING PRESSURE - ASME RATED 2. COMBINATION AIR/DIRT SEPARATOR WITH REMOVABLE HEAD. 3. FULL ACCEPTANCE TANK WITH REMOVABLE BLADDER. 4. BASED ON AMTROL 5. BASED ON TACO					



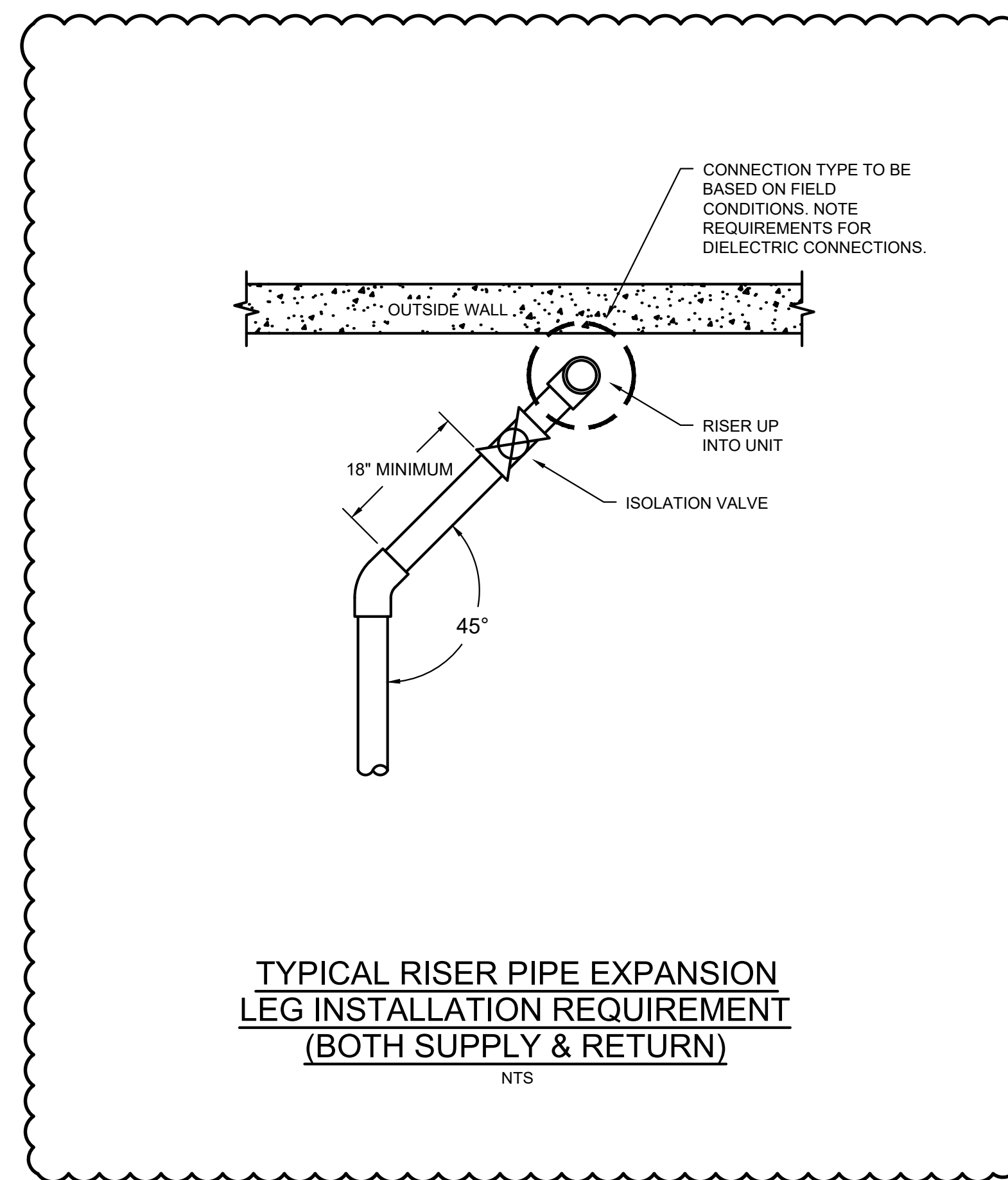
NOTES:  
 1. INSTALL NEW PIPE PER MANUFACTURER'S RECOMMENDATIONS

**PEX-A PIPE EXPANSION - SHOWN FOR REFERENCE ONLY**  
NTS

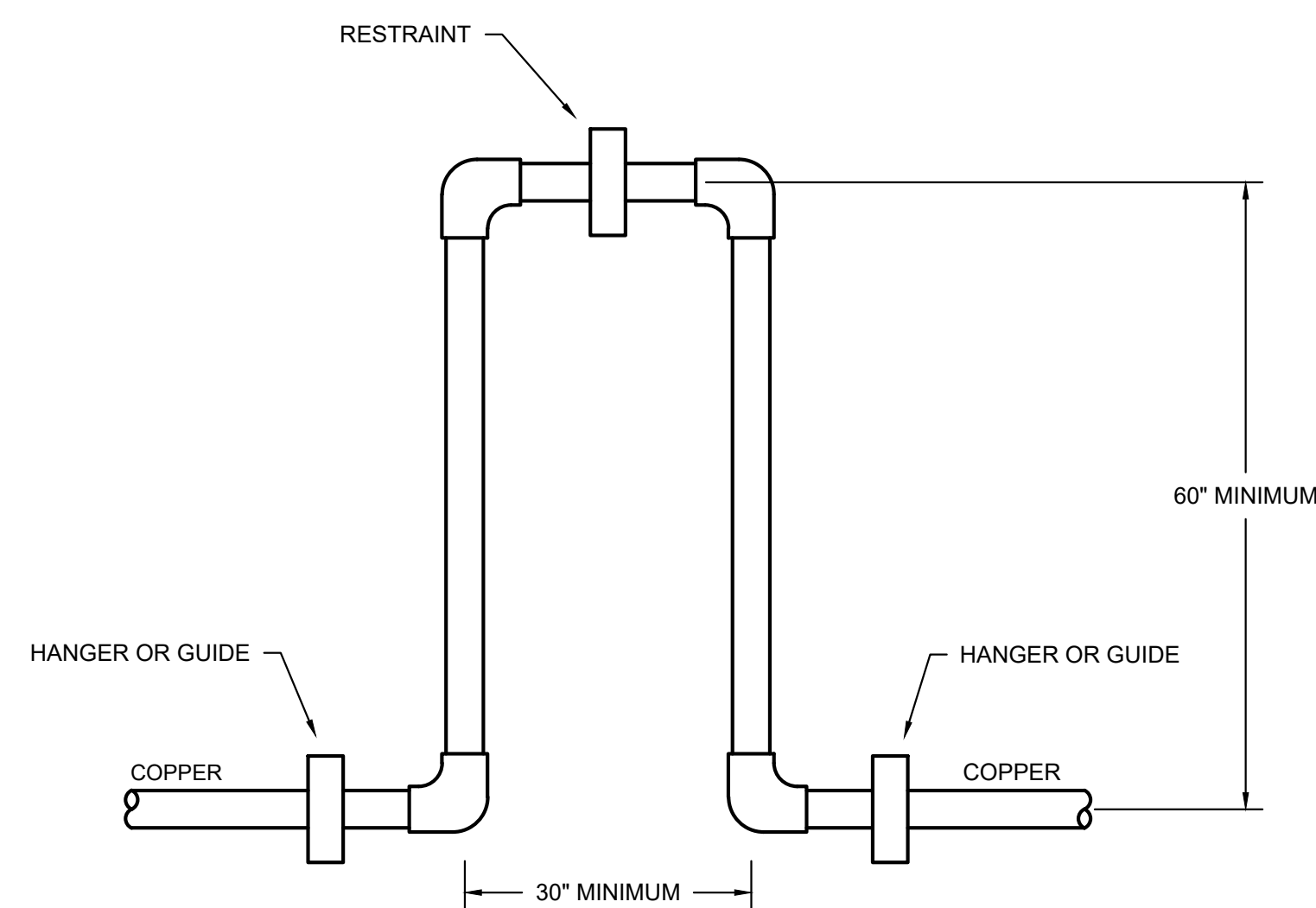


NOTES:  
 1. TYPICAL AT ALL ENTRIES AND EXITS OF BUILDINGS.

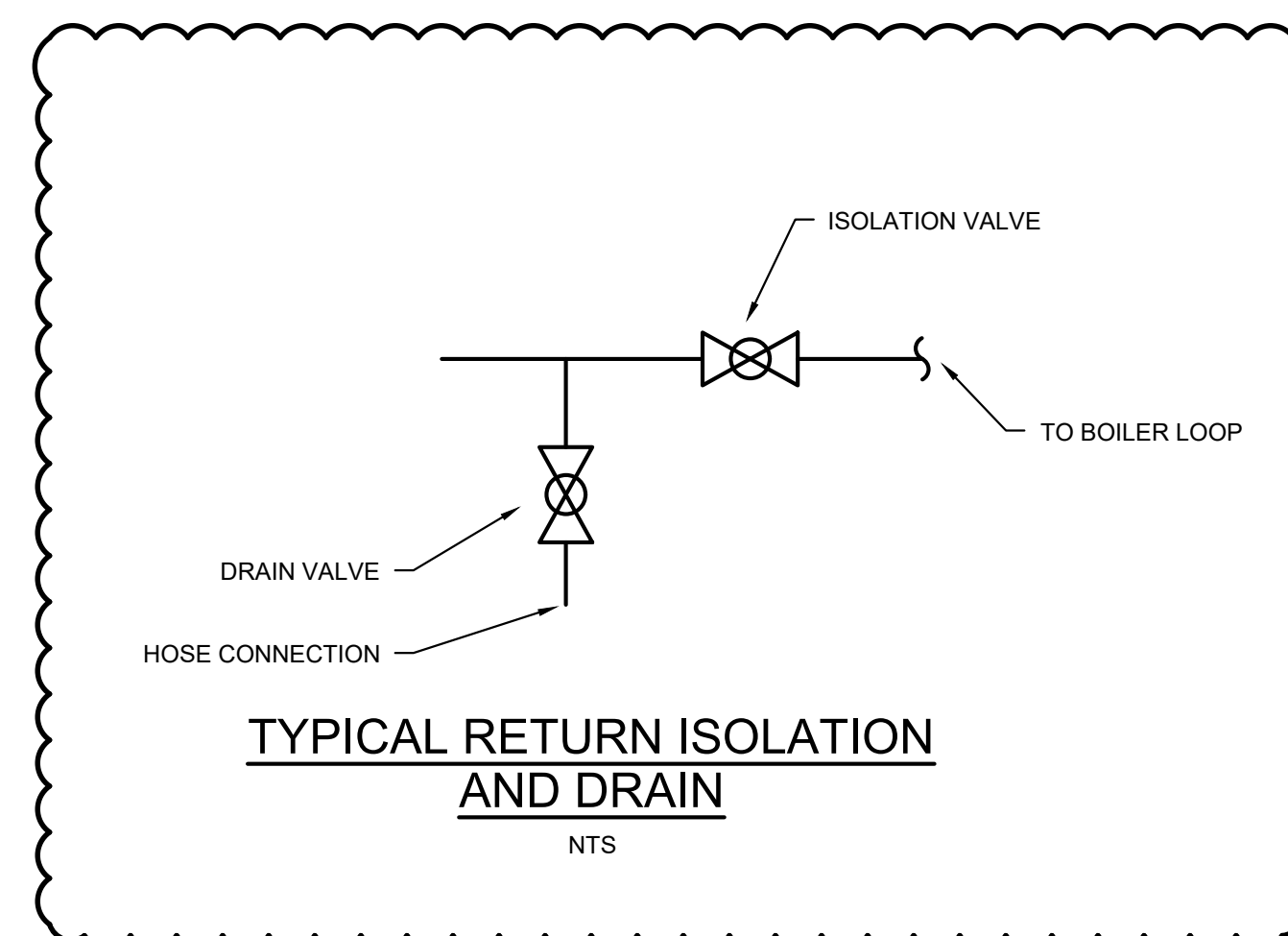
**TYPICAL PEX-GARD CONNECTIONS WITH SERVICE UNION AS SHOWN**  
NTS



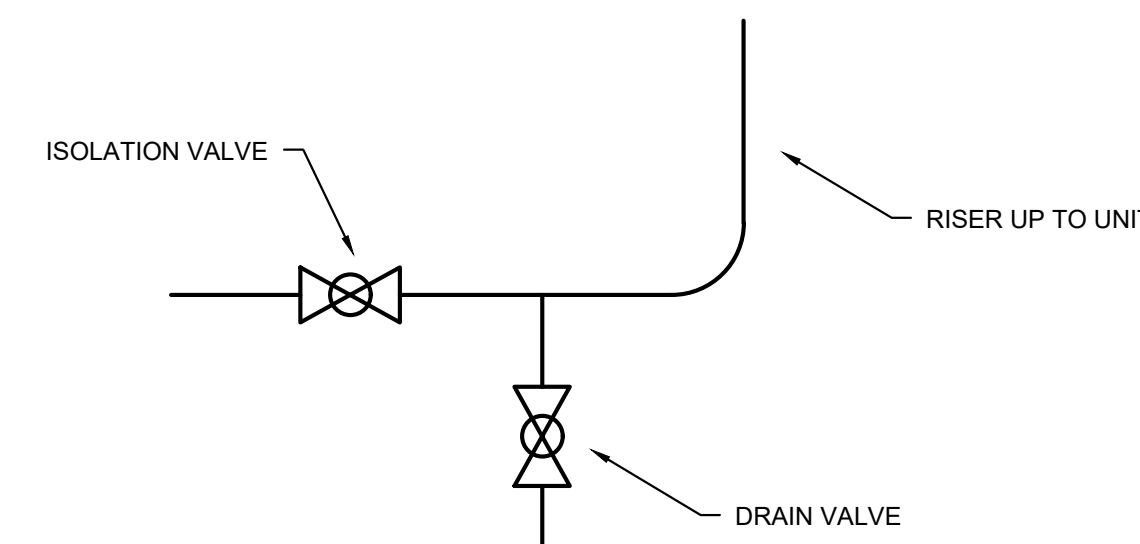
**TYPICAL RISER PIPE EXPANSION LEG INSTALLATION REQUIREMENT (BOTH SUPPLY & RETURN)**  
NTS



**COPPER PIPE EXPANSION - SHOWN FOR REFERENCE ONLY**  
NTS

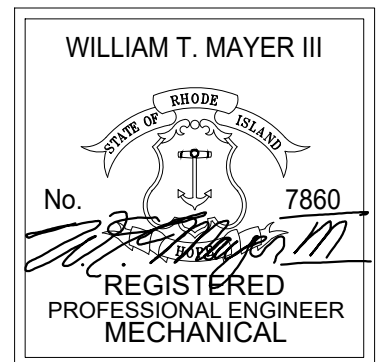


**TYPICAL RETURN ISOLATION AND DRAIN**  
NTS



**TYPICAL RETURN RISER ISOLATION AND DRAIN (FOR RETURN ONLY)**  
NTS

CERTIFICATION :



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REFER TO ALL DRAWINGS FOR COMPLETE SCOPE OF WORK.

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REV. NO.	DATE	DESCRIPTION
	01.09.24	FOR PERMIT & CONSTRUCTION

**Engineering Design Services**  
 INCORPORATED  
 141 Industrial Highway Slatersville, RI 02876  
 Tel (401) 765-7659 Fax (401) 765-2984

**Chad Brown Housing Complex - Hydronic Piping Repairs Providence County - RI**

SHEET TITLE:  
**MECHANICAL - SCHEDULES & DETAILS**

JOB NO.: 22245RS  
 DRAWN BY: TC  
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1. Insulation Bands: ¼ inch wide; 0.015 stainless steel
2. Metal Jacket Bands: ½ inch wide; 0.015 thick aluminum.
3. Insulating Cement: ANSIASTM C195; hydraulic setting mineral wool.
4. Finishing Cement: ASTM C449.
5. Fibrous Glass Cloth: Untreated; 8oz/sq. yd. Weight.
6. Adhesives: Compatible with insulation.
7. Wick material for wrapping valves and fittings.
8. Closure Materials -Sealing Tape, and mastics.
9. Support Materials - Hanger straps, hanger rods, saddles, support high-density blocks, and support rings.
10. All accessory materials shall be installed in accordance with project drawings and specifications, manufacturer's instructions, and/or in conformance with the current edition of "Commercial & Industrial Insulation Standards."

- C. System: It is the intent of this specification that all new systems and equipment be tied into the existing Controls. Contractor shall field coordinate controls, wiring, hardware, software, power as required. Contractor to provide and install all power and control wiring and connect to existing.
- D. System: It is the intent of this specification that all existing control sequences be maintained.
- E. Equipment and Wiring: This Contractor shall provide all control equipment, and wiring (regardless of voltage) to accomplish the sequence of operations as indicated. This Contractor shall carry funds sufficient to hire the Electrical Contractor required to perform the required work.
- F. Functional Performance Testing: The Contractor shall perform complete and thorough Control Functional Performance Test (FPT) and Commissioning of the control systems. Upon completion of the FPT, a report shall be submitted to the engineer for review and comment.
- G. Unit Heater Control: (wall and ceiling cabinet type, horizontal and vertical unit type)
1. Provide single temperature room thermostat to open valve and cycle fan motor to maintain constant space temperature.
  2. Provide strap-on aquastat on unit return piping, to de-energize fan motor when fluid temperature falls below adjustable setting of aquastat.

END OF SECTION

#### 2.11 WATER TREATMENT

- A. All hydronic HVAC systems shall be provided with water treatment chemicals during initial fill of the systems as required by the Owner. Chemicals shall be designated for use in the specific system type and be provided in concentrations as recommended by the chemical manufacturer and as approved by the Owner.
- B. Hydronic systems shall be provided with a chemical shot feeder for the maintenance of water treatment chemicals.
- C. Contractor shall provide submittals for review and approval for all water treatment chemicals.

#### 2.12 FIRESTOPPING

- A. Provide Firestopping systems for penetrations in fire-resistance-rated assemblies, including both membrane and through penetrations. This Contractor shall thoroughly review architectural plans for assembly type and location and shall prepare bid accordingly.
- B. Materials and systems shall be designed to meet the requirements of the intended application and shall be installed per manufacturer's guidelines.
- C. Submittals: Provide for review Manufacturer's product literature and tested assembly for each type of fire protection material including product characteristics, typical uses, installation procedures, performance and limitation criteria.

#### PART 3 EXECUTION

##### 3.1 OPERATING INSTRUCTIONS

- A. Instruction to the Owner's Personnel - After completion of all work and all tests and at such times as designated by the Architect, provide the necessary skilled personnel to operate the entire installation until receipt of owners acceptance.
- B. During the operating period, instruct the Owner's representative in the complete operation, adjustment, and maintenance of the entire installation.
- C. Give at least forty-eight (48) hours advance notice to the Owner to coordinate scheduling of this instructional period.
- D. Furnish to the Architect five (5) complete bound sets of typewritten or blueprinted instruction manuals for operating and maintaining all systems and equipment included in the contract. All instruction manuals shall be submitted in draft, for approval, prior to final issue. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions.
- E. The above-mentioned instructions shall include the maintenance schedule for the principal items of equipment furnished under this contract.

##### 3.2 MANUFACTURER'S RECOMMENDATIONS:

- A. Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the Architect prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

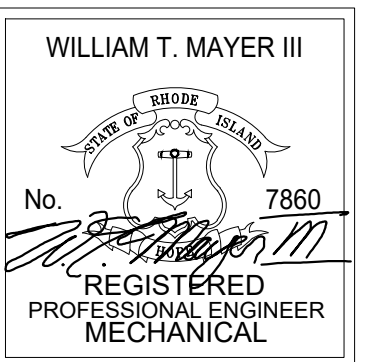
##### 3.3 TESTING, ADJUSTING, STARTING UP AND COMMISSIONING

- A. Testing: All work must be proved satisfactory. The tests herein specified shall be applied in the presence of, and to the satisfaction of, the Architect before the work is covered, concealed or made inaccessible to testing, repair, correction or replacement. Accommodate the testing operation to the progress of the project as a whole. Correct all defects appearing under test and repeat the tests until all parts of the work have been successfully tested. Apply the specific tests herein described. Present all work for acceptance in clean condition, properly adjusted and in good working order; for instance, all machinery must be quiet, well balanced, and must be in place and reading accurately. All systems, equipment, controls, and devices in this work shall be tested in operation and must prove for their purposes in the judgment of the Architect or his authorized representative. All internal surfaces of all lines and equipment shall be blown or flushed clean. Where pressure tests are specified, the apparatus shall be clean before the tests are applied. Contractor shall provide adequate protection of piping and duct systems to prevent vandalism and/or accidental damage, blockage, etc., that will hinder or prevent proper operation of the finished systems.
  1. Provide instruments, pumps, gauges, supplies, equipment, materials, and labor for testing and starting up. Dispose of test water and wastes after test, in a manner approved by all applicable codes.
  2. Perform tests which may be required by authorities or agencies in addition to those herein specified.
  3. Piping for steam, hot water, chilled water, supply and return, drain, escape and relief valve discharge shall be tested with water and made tight under pressure of 150 pounds per square inch gauge maintained for one hour without pumping or as long as required to inspect all joints. Repair all leaks and retest. Piping shall be made tight without caulking. Apply pressure tests to piping only before connection of equipment. In no case shall piping, equipment or accessories be subjected to a pressure exceeding it's rating. Low-pressure elements shall be isolated or removed before tests are conducted.
  4. Test valve bonnets for tightness. Test operate all valves at least once from closed-to-open-to-closed positions while valve is under pressure. Test all automatic valves for proper operation at the settings indicated. Test pressure relief valves at least three (3) times.
  5. Test piping specialties for proper operation. Test air vent points to ensure that air has been vented.
  6. Furnish certified shop test records for all pressure vessels. After installation, test at full operating pressures and temperatures maintained for one hour. Set and test all pressure control, relief and safety devices.
  7. Repair or replace all defective work and repeat tests until the particular system and component parts thereof receive the approval of the Architect.
  8. The duration of tests shall be as determined by authorities having jurisdiction, but in no case less than the time prescribed in each section of the specifications.
  9. Test equipment and systems, which normally operate during seasons of the year during the appropriate season. Perform tests on individual equipment, systems and their controls. Whenever the equipment or system under test is interrelated with and depends upon the operation of other equipment, systems and controls for proper operation, function, and performance, the latter shall be operated simultaneously with the equipment of system being tested.
- B. Adjusting, Balancing and Starting Up
  1. Flush clean all systems prior to starting up the system. Any damages to the building or system components caused by failure to clean the systems properly shall be corrected to the satisfaction of the Architect or his authorized representative at no additional cost to the Owner.
  2. In duct and piping systems, eliminate all noise and vibration and take all measures to secure proper circulation.
  3. Run motor-driven equipment continuously for at least two hours in the presence of the Architect. Correct all defects of noise, vibration, alignment and balance. Replace all motors, which overheat or are noisy.
  4. Balance systems completely for temperature, volume, and pressure per NEBB performance standards. Contractor shall be responsible for performing the balancing requirements of this section. Contractor shall provide proof of certification by NEBB.
  5. Air and water volumetric flow rates shall be within ten (10) percent of those specified. Air and water quantities and pressures shall be tested, balanced and recorded at all terminal devices. Volumetric flows and pressures shall be recorded on suitable forms and submitted for approval.
  6. Provide any and all labor and equipment necessary to properly balance the installation including but not limited to dampers, valves, flow stations, test ports, sheaves, belts, etc.
  7. All sequences of the system shall be checked and all temperature controls operated and commissioned as required to insure that all systems operate per Engineers intent.
- C. Commissioning
  1. This Contractor shall provide the deliverables to the engineer/owner.
  2. Copies of all records shall be provided to the Engineer by this Contractor including, but not limited to:
    - a) Equipment manuals including the name of at least one service agency;
    - b) Testing and Balancing reports;
    - c) Functional performance testing of the equipment.
  3. All commissioning shall be performed as indicated here and elsewhere in the specifications and shall comply with provisions of the applicable Energy Conservation Code.
  4. Start-up shall be provided by factory representatives and a full start-up report shall be provided for review and approval for the following equipment:
    - a) Pumps

##### 3.4 SEQUENCE OF OPERATIONS

- A. The building circulation pump is integrated with the boiler controls feeding the respective building and are enabled when the boilers are enabled.
- B. Sequence of Operations: This is a performance-based specification intended to convey the control intent of the various systems. The Contractor shall provide detailed shop drawings including P&ID diagrams, equipment lists and finalized sequences for review by the Engineer prior to installation. Any questions concerning specific details shall be referred to the engineer for clarification.

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PROJECT NAME:

**Chad Brown Housing  
Complex - Hydronic  
Piping Repairs  
Providence County - RI**

SHEET TITLE:

**MECHANICAL -  
SPECIFICATIONS**

JOB NO.: 22245RS

DRAWN BY: TC

CHECKED BY: WTM

DATE ISSUED: 01.09.2024

SCALE: AS NOTED

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**M301**