

**CITY OF WOONSOCKET
RHODE ISLAND
FINANCE DEPARTMENT**

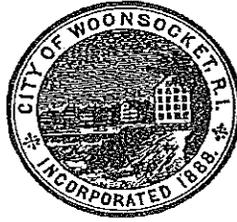
CONTRACT DOCUMENTS

For

“INSTALLATION OF SEWER MAINS AND/OR SEWER LATERALS CITY WIDE”

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

FEBRUARY.....2016



CITY OF WOONSOCKET, RHODE ISLAND
INVITATION TO BID FOR:

**"INSTALLATION OF SEWER MAINS AND/OR SEWER LATERALS CITY
WIDE" - BID# 5720**

For the Woonsocket Engineering Department

Specifications are available at the Finance Department, **Office of Purchasing**, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895 between the hours of 8:30 AM and 4:00 PM, Monday through Friday.

Sealed bids will be received by the City of Woonsocket, in the Finance Department, **Office of Purchasing**, City Hall, 169 Main Street, Woonsocket, Rhode Island until **2:00 P.M. on Friday, February 12, 2016** and then publicly opened and read aloud by the Finance Director in the **Office of Purchasing**, City Hall, 169 Main Street, Woonsocket, Rhode Island at **2:00 P.M.**

ALL BIDS MUST BE SUBMITTED IN DUPLICATE COPY IN A SEALED ENVELOPE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE "INSTALLATION SEWER MAINS AND/OR SEWER LATERALS CITYWIDE".

A Certified Check or Bid Bond in the amount of One Thousand Dollars \$1,000 payable to the City of Woonsocket must accompany each proposal. The Certified Check or Bid Bond will be returned to all but the successful bidder upon execution of the contract. The Certified Check or Bid Bond of the successful bidder will be returned upon acceptance of a Performance and Payment bond by the City.

A Performance and Payment bond of Twenty Thousand dollars (\$20,000), with a satisfactory surety company will be required of the successful bidder.

Contact Michael F. Debrosse or Scott Sanford, Woonsocket Engineering Division at (401) 767-9213 with any questions. **Contract expires December 31, 2016.**

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening.

The City of Woonsocket reserves the right to reject any and all responses, or parts thereof, to waive any irregularity in the responses received and to accept the responses or parts thereof deemed to be most favorable to **THE BEST INTEREST OF THE CITY.**

Published: February 1, 2016


Christine Chamberland, Finance Director

**CITY OF WOONSOCKET
RHODE ISLAND
FINANCE DEPARTMENT**

TECHNICAL SPECIFICATIONS

SECTION 1

GENERAL PROVISIONS:

Wherever in this agreement the word 'Engineer' is used, it shall be and is mutually understood to refer to the City Engineer of the City of Woonsocket, acting either directly or through any assistant having general charge of the work, or through any assistant or inspector having immediate charge of the work, or through any assistant or inspector having immediate charge of a portion thereof, limited by the particular duties entrusted to them.

Whenever the word 'Contractor' is used herein, it shall be and is mutually understood to refer to the party or parties of the second part to this agreement, or the legal representative of said party or parties.

The prices specified in the proposal shall include the supply and erection in a good, sound, substantial and workmanlike manner, of all the items required for the completion of the whole work, and all the items shown on the plans and described in these specifications; also all labor, workmanship, tools and materials necessary and best adapted to the efficient, prompt and safe execution of both permanent and temporary works.

Work hours are from 7 am to 4 pm Monday through Friday, excluding holidays. Any work by a contractor that is necessary after normal work hours will be billed following the Engineering Division policy in the 'Permit Manual' A copy of the manual can be obtained on the following web site http://www.ci.woonsocket.ri.us/perm_sched.htm.

SECTION 2

TECHNICAL:

Any deviations from the original specifications shall be noted by the bidder.

The City of Woonsocket will be responsible for:

- Providing an approved plan
- Blasting of ledge (by others)
- Providing sewer pipe
- Providing manhole(s)
- Provide frames and covers for manholes
- Provide road saw cutting (by others)

Bidder will be responsible for the following items:

- The Contractor shall provide 24 hours per day, 7 days per week an emergency telephone number.
 - Within 30 minutes of the call being placed by the City; the Contractor shall return a call to inquire about the emergency.
 - If the City declares the sewer repair an emergency then the Contractor shall have a crew and all necessary equipment on site at the emergency location within 2 hours of the notification ready to perform work as directed by the City.

SECTION 2
TECHNICAL (CONT'D)

Bidder will be responsible for the following items (cont'd):

- Should the contractor not respond in the timeframe outlined and the City is forced to call for a different company to respond, then; the Contractor shall pay the City's documented differential cost of labor and materials expenses (including markup), between the successful bidder prices and the responding contractor's prices, in connection with such repairs for reimbursement, as appropriate.
- Obtain all Local and/or State permits required to perform required work
- All excavation necessary to install the utilities
- Provide, as part of the bid prices, all safety barrels, cones, construction signs and steel plates as needed or as directed
- Provide, as part of the bid prices, all labor, equipment and tools necessary to properly install utilities, including necessary trench boxes
- The contractor shall be responsible for all injury to water pipes, gas pipes, electrical wires, conduits, sewers, storm water drains, and other structures met with in the prosecution of the work, and shall be liable for damages to the public or private property resulting there from.
- Install suitable backfill (bank run gravel 6"-), as directed
- Provide, as part of the bid prices, pipe bedding (3/4" crushed stone, 8" around installed sewer pipe), per plan
- Move all construction debris so that a free and clean surface can be maintain during and after construction operations each day
- Provide, as part of the bid prices, testing for all sewer mains and manholes as directed.
- Provide, as part of the bid prices, dust control as directed
- Provide, as part of the bid prices, necessary erosion control, as directed
- All damaged landscape areas and any gouging of adjacent roadway by tracked equipment
- Provide and install temporary hot patch (2" thick) on all excavated trenches, as directed
- Provide, as part of the bid prices, dewatering in the trench if necessary
- Provide, as part of the bid prices, necessary brick work with cement as needed, as directed
- Obtain necessary police details for traffic control and safety. The City will only reimburse police detail cost at the standard detail rate. It is the responsibility of the contractor to schedule and or cancel the police detail within an acceptable time period as to not accrue unnecessary cost. This is a reimbursement; therefore the contractor must pay the police invoice before invoicing the City.

SECTION 3
PLANS FURNISHED:

The approved plans and a copy of these specifications are to be kept constantly at the work by the contractor or his authorized foreman. The contractor will be furnished with a set of drawings showing the details and dimensions necessary to carry out the work. Dimensions given thereon in figures are to have the preference over the scale.

No deviation from the approved plans or specification will be allowed, unless authorized in writing.

SECTION 4

LOCATION OF UNDERGROUND STRUCTURE:

The locations provided on furnished plans for existing sewers, water pipes, storm drainage, gas, electric mains and other conduits are intended to be approximate only. The City will not be responsible for any omission, nor for any errors in locations due to incomplete or faulty records. The contractor must obtain a 'Dig Safe' number from Dig Safe System, Inc. at 1-888-344-7233.

SECTION 5

SUB-CONTRACTORS:

No portion of the work shall be sub-let to any sub-contractor without first giving the Engineering Division due notice in writing of such intention. No sub-contractor shall be employed who is unsatisfactory to the City Engineer.

SECTION 6

COMPETENT WORKMEN/LICENSES:

Contractor shall provide a 'Competent Person', as defined by the US Department of Labor Occupational Safety & Health Administration (OSHA), for the location of the proposed work. The contractor shall employ only competent and efficient laborers and first-mechanics or artisans for every kind of work, and whenever, in the opinion of the City Engineer, any person is unfit to perform their task, or does their work contrary to directions, or conducts themselves improperly, the contractor must discharge that person immediately and not employ that person again on the work.

All equipment operators and workers performing work at the proposed location shall hold the appropriate State of Rhode Island licenses for their responsibilities.

Water repairs shall be performed under the supervision of a licensed Rhode Island Master Plumber.

Sewer and storm water installation and/or repairs shall be performed under the supervision of a licensed Rhode Island Master Plumber or a registered Woonsocket Drain Layer.

An OSHA ten (10) hour construction safety program is required for all on-site employees.

All required licenses and/or certificates for work being performed shall be copied and supplied to the Engineering Division upon submitting a 'Permit Application'. All required licenses and/or certificates for work being performed shall be in the possession of the person(s) while performing the work.

SECTION 7

SAFETY:

All Federal, State and Local safety regulations shall be followed.

Contractor must follow the City of Woonsocket regulations and policies as set forth in the Department of Public Works, Engineering Division 'Permit Manual'. A copy of which can be obtained in the Engineering Division or on the City's web site at www.ci.woonsocket.ri.us/perm_sched.htm

The contractor shall assume responsibility for risks and casualties of every description, for loss or injury to persons and property arising out of the nature of the work, from the action of the elements or from any unforeseen or unusual difficulty.

SECTION 8

WORK TO BE LEFT CLEAN:

The work area and the adjacent areas affected by the progress of the work shall be kept clean and all rubbish, surplus materials and unneeded equipment shall be removed. All damage to said areas shall be repaired immediately so as

SECTION 8

WORK TO BE LEFT CLEAN (CON'T):

to inconvenience the general public and the property owners as little as possible. All damage and repairs shall be the sole responsibility of the Contractor.

Material and/or debris from the Contractor's operations, which have washed into, flowed into or placed in water courses, ditches, gutters, drains, catch basins, pavement areas or anywhere else, shall be removed entirely and satisfactorily disposed of during the progress of the work and the ditches, gutters, drains, catch basins, pavement areas, etc. shall be kept in a clean and neat condition, thereafter. The Contractor shall restore or replace, whenever ordered by the Director, any public or private property damaged by his work, equipment or employees to a condition at least equal to the condition existing immediately prior to the beginning of his operations. The Contractor shall complete all necessary driveway, highway, front walkway and/or landscaping work directly related to said damages. Suitable materials, equipment and methods shall be used for such restoration. The Contractor shall save harmless the City from any damage claims caused by his operations.

SECTION 9

WARRANTY:

The contractor or his sureties will be held liable for keeping in perfect repair, adjustment and good order, the whole of the work to be constructed under this contract, and for other damages that may occur by reason of the construction. Should it be necessary to excavate the utilities before formal acceptance for any reason, the City will not accept any charges from the bidder deemed part of the original scope of work.

Neither the final certificate of payment nor any provision of the Contract Documents nor partial or entire occupancy of the premises shall constitute acceptance of the work specified in the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work, resulting from his operations, within a period of six (6) months from the date of completion of that portion of the work and not necessarily from the expiration date of the Contract. The City shall give notice of observed defects with reasonable promptness.

SECTION 10

INSURANCE REQUIREMENTS:

The successful bidder shall furnish to the City, prior to issuance of the contract certificates of minimum insurance as listed below. These certificates shall contain a provision that the insurance company will notify the certificate holder, by registered mail, at least 15 days in advance of any cancellation or material change.

| | | |
|------------------------------|-----------------------------------|---|
| Workman's Compensation | Statutory | |
| Employers Liability | \$ 100,000 | Each Accident |
| | \$ 500,000 | Disease-Policy Limit |
| | \$ 100,000 | Disease-Each Employee |
| Automobile Liability | \$1,000,000 | Combined Single Limit |
| Commercial General Liability | \$2,000,000 | General Aggregate |
| | \$2,000,000 | Products & Completed Operations Aggregate |
| | \$1,000,000 | Personal & Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| | \$ 100,000 | Fire Damage (Any one fire) |
| \$ 5,000 | Medical Expenses (Any one person) | |

SECTION 11

METHOD OF PAYMENT:

Sewer pipe payment is to be based on pipe size and depth of, 0' to 9.00' deep or 9.01' and deeper. Depth will be measured from the finish grade to the bottom of the required trench (8" below pipe invert).

SECTION 11

METHOD OF PAYMENT (CON'T):

Manhole payment will be measured from the finish grade to the bottom of the required grade (8" below manhole base) and includes the installation of the manhole frame and cover.

Payment shall be made within 60 working days after receipt of an invoice and a registrar of certified payroll of all employees performing said work. No payment shall be made for items not ordered or for cancelled items, nor for necessary incidental items considered by the City of Woonsocket to be included in the unit price bid.

SECTION 12

FEDERAL CONTRACT PROVISIONS (REQUIRED BY 24 CFR 85.36)

Age Discrimination Act of 1975, 4
Americans With Disabilities Act of 1990, 4

Byrd Anti-Lobbying Amendment, 8

Compliance with Clean Air and Water Acts, 7
Compliance with Copeland "Anti-Kick Back" Act, 7

Compliance with Davis-Bacon Act, 7
Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 7

Conflict of Interest, 5

Conservation, 7

Copyright and Patent Rights, 7

Debarment and Suspension (E.O.s 12549 and 12689), 8

Drug-Free Workplace Requirements, 7

Environmental Protection, 7

Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67), 1

Federal Labor Standards Provisions, 7

Historic Preservation, 7

HUD-4010, 11

Lead Based-Paint Poisoning Prevention Act (42 USC 4831(b)), 4

Prevailing Wage Rates, 11

Records and Audits, 7

Remedies/Sanctions or Breach of Contract Terms, 6

Reports and Information, 6

Retention and Access Requirements For Records, 5

Section 3, 2

Section 3 Plan, 11

Section 402, Veterans Readjustment Act of 1974, 4

Section 503, 4

Section 504 Rehabilitation Act of 1973, 3

Termination for Convenience, 6

Termination of Contract for Cause, 6

Title VI Civil Rights Act of 1964, 3

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

During the performance of this contract with the City (hereinafter referred to as the "City", the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67) (all construction contracts in excess of \$10,000 by grantees and their contractors or sub-grantees)

The contractor agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the stipulations of this section in to 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 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

2. Section 3 -- Compliance in the Provision of Training, Employment and Business Opportunities

The contractor agrees to comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor agrees to include the following language in all subcontracts executed under this agreement:

*The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the City Department of Planning & Development and is subject to the requirements of **Section 3** of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are provide economic opportunities for lower income persons residing in the area in which the project is located.*

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. Title VI Civil Rights Act of 1964

The contractor, with regard to the work performed by it during the contract, agrees not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the City, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to

Withholding of payments to the contractor under the contract until the contractor complies; and/or, cancellation, termination or suspension of the contract, in whole or in part.

The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the United States Department of Housing and Urban Development may direct 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 supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the State of Rhode Island, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

4. Section 504 Rehabilitation Act of 1973

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

5. Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 (Section 503)

The contractor will take affirmative action to employ and advance in employment qualified individuals with disabilities.

6. Age Discrimination Act of 1975

The contractor agrees to comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Americans With Disabilities Act of 1990

The contractor agrees to comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8. Section 402, Veterans Readjustment Act of 1974

The contractor will take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era and prohibits discrimination based on Vietnam-era veteran status or special disabled veteran status in federally assisted programs.

9. Lead Based-Paint Poisoning Prevention Act (42 USC 4831(b))

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). 1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated. 2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325. 3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices. 4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab.

10. Certification of Non-segregated Facilities

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

11. Retention and Access Requirements For Records (24 CFR Part 85.42)

The contractor agrees to comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Rhode Island records access and retention requirements, to wit Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications

If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.

Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the City.

The City shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the City may make arrangements with grantees to retain any records that are continuously needed for joint uses.

The City, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

Unless otherwise required by law, City shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

12. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611)

The contractor will maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is

An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any sub-recipient agency that is receiving CDBG funds from the City; any member of his/her immediate family; his or her partner; or An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

13. Remedies/Sanctions or Breach of Contract Terms

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to

the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

14. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000)

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph above, the grantee 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 thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

15. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000)

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

16. Reports and Information

The contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

17. Records and Audits

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit and investigative purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

18. Copyright and Patent Rights

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the City shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

19. Compliance with Copeland "Anti-Kick Back" Act

The contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub-grants for construction or repair services.

20. Compliance with Davis-Bacon Act

The contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees.

21. Federal Labor Standards Provisions

The contractor agrees to comply with the requirements as detailed in the attached form HUD-4010.

22. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

The contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

23. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000)

The contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

24. Environmental Protection

The contractor will cooperate with and assist the City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).

25. Conservation

The contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Rhode Island's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

26. Historic Preservation

The contractor agrees to comply with all federal laws and regulations governing historic preservation.

27. Drug-Free Workplace Requirements

The contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 USC 701) and agrees to comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

28. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractors who apply or bid for an award of \$100,000 or more agree to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

29. Debarment and Suspension (EOs 12549 and 12689)

Contractor agrees to comply with EO 12549 and 12689 which state that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with EOs 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory

or regulatory authority other than EO 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

30. Contractor Section 3 Plan

Contractor shall comply with the policy requirements of the Department of Housing and Urban Development set forth in Section 3 of the Housing and Urban Development Act of 1968. The details of compliance are outlined in this Plan.

1. Policy

Section 3 states that each grantee, sub-grantees, contractor and subcontractor undertaking work funded in whole or in part with a Community Development Block Grant shall ensure, to the greatest extent feasible, that

- (a.) Opportunities for training and employment be given to lower income residents of the project area, and;
- (b.) Contracts for work to be performed are awarded to eligible Section 3 business concerns.

2. Definitions

- (a.) The “Project Area” means the entire geographic area of the City of Woonsocket.
- (b.) A “lower income” resident means any person residing in the project area for at least 30 days and having a family income in the past 12 months of less than \$11,900.
- (c.) An “eligible Section 3 business” means any business concern which meets one of the following standards:
 - (i.) The business is located in the project area and qualifies as a small business using SBA standards.
 - (ii.) The business is located outside the project area and qualifies as small using SBA standards. In addition, at least persons who reside in the project area and who qualify under SBA standards as socially or economically disadvantaged own 51% of the business.
- (d.) SBA standards for qualification as a small business are as follows:
 - (i.) *Wholesale* – annual receipts no more than \$5 million to \$15 million, depending on the industry.
 - (ii.) *Retail or Service* – annual receipts no more than \$1 million to \$5 million, depending on the industry.
 - (iii.) *Construction* – annual receipts not more than \$5 million, averaged over 3 years.
 - (iv.) *Manufacturing* – no more than 250 to 1,500 employees, depending on the industry.

Precise criteria may be found in Part 121 Title 13 of the Code of Federal Regulations.
- (e.) Qualifications as an “economically or socially disadvantaged person” may be achieved by meeting any *one* of the following SBA standards.
 - (i.) Member of a minority group that has been deprived of access to normal economic financial resources.
 - (ii.) An identifiably physically handicapped person, where the handicap severely limits that person’s ability to obtain financial assistance to enter or to improve a business.

(iii.) Any person whose residence and business are located in an area where the local banking community is unable or unwilling to provide small business financing.

(iv.) Any honorably discharged Vietnam-era veteran (since August 1974).

3. Preliminary Statement of Work Force Needs

The Contractor anticipates

_____ new hires and the enrollment of

_____ trainees or apprentices as a result of work to be performed under this contract. Contractor pledges that it will make a good faith effort to recruit

_____ lower income project area residents as regular employees, and

_____ lower income project area residents as trainees or apprentices.

This good faith effort would include:

- (a.) Notification of recruitment sources that preference in hiring will be given to lower-income project area residents;
- (b.) Maintaining a listing of qualified lower income residents who apply for work during the life of the contract;
- (c.) Attempting to recruit the required number of lower income project area residents through local advertising media and notification of community organizations.

4. Affirmative Action Plan for Utilization of Section 3 Businesses

Contractor anticipates that it will be necessary to let

\$ _____, in subcontracts to fulfill its obligations under this contract.

Of this amount, contractor pledges to make a good faith effort to award subcontracts in the amount of

\$ _____ to eligible Section 3 businesses. This good faith effort would include:

- (a.) The direct notification of eligible Section 3 businesses that a contract will be let, and the provision of information necessary to allow them maximum feasibility opportunity to develop and submit responsive bids.
- (b.) The inclusion in bid specifications of the Section 3 project area definition and the income limits for qualifications as a lower income person.
- (c.) Requiring the bidders to submit their own Section 3 Plans. Failure to submit a Section 3 Plan would result in rejection of the bidder as not being responsive.

5. Record Keeping and Reporting

Contractor agrees to maintain a listing of qualified lower-income project area residents who apply for work during the life of this contract, and to secure the certification of such persons that they do in fact qualify as a lower income project area resident.

Contractor agrees to maintain data on employment, contracting and purchase of materials in sufficient detail to allow accurate preparation of Section 3 compliance reports.

Contractor agrees to submit to the grantee each month Section 3 Compliance reports for employment of lower income residents for utilization of businesses.

EXECUTED BY:

Name:

Title:

Signature:

31. Current Prevailing Wage Rates

Contractor will pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

<http://www.gpo.gov/davisbacon/ri.html>

For more information regarding prevailing wage rates, contact the RI Department of Labor at (401) 462-8527.

32. Federal Labor Standards Provisions form HUD-4010

Contractor agrees to comply with all provisions outlined in form HUD-4010.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics 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 therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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.

(c) 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 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.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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.

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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.

(Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime

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 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any sub-contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. 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 shall require or permit any such laborer or mechanic in any workweek in which he or she 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 clause set forth in sub-paragraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 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 the clause set forth in subparagraph (1) of this paragraph.

(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF WOONSOCKET
RHODE ISLAND
FINANCE DEPARTMENT**

BID PROPOSAL

The undersigned bidder proposes to furnish all labor, equipment and related incidentals, other related work and overhead items for the “INSTALLATION OF SEWER MAINS AND/OR SEWER LATERALS CITY WIDE” for the City of Woonsocket, Rhode Island, until one year from date of award; or the awarding of a new contract, all in strict accordance with the specifications for the unit prices set forth in the Bid Proposal.

| <u>DESCRIPTION</u> | <u>UNIT</u> | <u>TOTAL PRICE</u> |
|---|-------------|--------------------|
| Installation of sewer pipe (8” through 15”) 0’ to 9.00’ deep | per foot | \$ _____ |
| Installation of sewer pipe (16” through 24”) 0’ to 9.00’ deep | per foot | \$ _____ |
| Installation of sewer pipe (25” through 36”) 0’ to 9.00’ deep | per foot | \$ _____ |
| Installation of sewer pipe (37” and larger) 0’ to 9.00’ deep | per foot | \$ _____ |

| | | | |
|---|------------------|-------------------|---------------|
| Installation of sewer lateral pipe (6") | 0' to 9.00' deep | per foot | \$ _____ |
| Installation of sewer pipe (8" through 15") | 9.01' and deeper | per foot | \$ _____ |
| Installation of sewer pipe (16" through 24") | 9.01' and deeper | per foot | \$ _____ |
| Installation of sewer pipe (25" through 36") | 9.01' and deeper | per foot | \$ _____ |
| Installation of sewer pipe (37" and larger) | 9.01' and deeper | per foot | \$ _____ |
| Installation of sewer lateral pipe (6") | 9.01' and deeper | per foot | \$ _____ |
| Installation of sewer manholes | | per vertical foot | \$ _____ |
| Excavation and disposal of unsuitable material, as directed | | per cubic yard | \$ _____ |
| Back fill excavated trench with suitable materials, as directed | | per cubic yard | \$ _____ |
| Provide and install temporary hot mix for roadway trenches | | per ton | \$ _____ |
| Provide bypass pumping, as directed | | per hour | \$ _____ |
| Miscellaneous materials, as approved | | | cost plus 10% |
| Police detail | | | cost plus 10% |
| Police cruiser | | | cost only |

For time and material work, as directed by the City Engineer; please provide the following prices:

| | | | |
|----------------|--|----------|----------|
| Superintendent | | per hour | \$ _____ |
| Foreman | | per hour | \$ _____ |
| Operator | | per hour | \$ _____ |
| Laborer | | per hour | \$ _____ |
| Truck Driver | | per hour | \$ _____ |

BP-1

**“INSTALLATION OF SEWER MAINS AND/OR SEWER LATERALS CITY WIDE”
BID PROPOSAL (con’t)**

| | | | |
|------------------------------|--|----------|----------|
| Excavator | | per hour | \$ _____ |
| Backhoe | | per hour | \$ _____ |
| 6 Wheel Dump Truck | | per hour | \$ _____ |
| Tri-Axle 10 Wheel Dump Truck | | per hour | \$ _____ |
| Tool Truck | | per hour | \$ _____ |
| Compressor | | per hour | \$ _____ |
| Trench Box | | per hour | \$ _____ |

COMPANY NAME: _____

COMPANY ADDRESS: _____

BY (person): _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____