



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: WEBSTER AVE ELEMENTARY YARD IMPROVEMENTS

Procurement/MinuteTraq #: 43540

Date to be opened: 1/2/2024

Issuing Department: Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Name: Ben Lobaugh
 - Title: Capital Improvements Projects Manager
 - Email Address: blobaugh@providenceri.gov

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 12/11/2023 Time: 10:30 am

Location: Webster Avenue Elementary School, 191 Webster Ave, Providence, RI 02909

Deadline for questions submissions:

Questions are due Friday December 22 by 12pm.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 1/2/2024

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-12) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")
- Addenda (If Any) - Must Be Acknowledged on Bid Form
- Product Information for Items Submitted as 'Or Equal' to Specified Materials
- City of Providence CDBG Program Federal Construction Contract Provisions for Contracts over \$100,000 (**Attachment B**): provide filled-out forms with bid.
 - Forms must also be provided for each and every subcontractor providing labor on the project.

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

******Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of **five** per centum (5%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that *is located within Rhode Island* _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

****If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:
 Recipient(s) of the Contribution:
 Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:
 Recipient(s) of the Contribution:
 Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

| | | | | |
|--|------------------------------|------------------------------|--|-------------------------|
| Bidder's Name: | | | | |
| Bidder's Address: | | | | |
| Point of Contact: | | | | |
| Telephone: | | | | |
| Email: | | | | |
| Procurement #: | | | | |
| Project Name: | | | | |
| Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply). | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> Neither MBE nor WBE | |
| <p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office | | | | |
| Name of Subcontractor/Supplier: | | | | |
| Type of RI Certification: | <input type="checkbox"/> MBE | <input type="checkbox"/> WBE | <input type="checkbox"/> Neither | |
| Address: | | | | |
| Point of Contact: | | | | |
| Telephone: | | | | |
| Email: | | | | |
| Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP | | | | |
| Total Contract Value (\$): | | Subcontract Value (\$): | | Participation Rate (%): |
| Anticipated Date of Performance: | | | | |
| I certify under penalty of perjury that the forgoing statements are true and correct. | | | | |
| Prime Contractor/Vendor Signature | Title | | | Date |
| | | | | |
| Subcontractor/Supplier Signature | Title | | | Date |
| | | | | |

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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MBE/WBE Waiver Request Form

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP): _____

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

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

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

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director /
or Duly Authorized Representative

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



**BOARD OF CONTRACT AND SUPPLY
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BID PACKAGE SPECIFICATIONS

Webster Ave Elementary Yard Improvements

BASE BID

Provide all materials and labor required to perform the following Base Bid scope of work. Provide miscellaneous equipment and materials as necessary for full compliance with all City, State, and Federal regulations, including ADA.

1. Provide a new rolling cantilevered gate to match the existing 4’ black vinyl-coated chain link fence on the North side of the property along Sterling Ave at the existing dumpster access lane.
2. Demolish the existing asphalt and concrete dumpster access lane on the North side of the property along Sterling Ave. Replace with a new poured-in-place traffic-rated concrete lane up to the building exterior wall. Provide a new curb cut to access this lane and the dumpsters.
3. Demolish existing asphalt and prepare the site in the Northeast corner of the property within the existing fence line to establish a new playground area approximately 40’ x 38’ (sized as necessary for selected equipment and within site limitations). Prepare subgrade as necessary to provide proper drainage through new play area. Provide and install Kompan Mauna Kea with Roof (P/N: PCE211032) or equivalent playground equipment. Provide drawings and specifications of the proposed equipment with bid, including information and layout of safe fall zones. Provide and install an engineered wood fiber mulch play surface of the required depth for the safe fall height of selected equipment. Modify asphalt border at perimeter of play area as needed to retain wood fiber surfacing material.

Work may take place during regular hours while school is in session. The contractor is responsible for erecting and maintaining construction area controls including temporary fencing to protect school children on the property.

See Attachment A(Pg 18) for a rough sketch outlining the scope of work. This sketch is diagrammatic only and does not represent the full extent of work nor does it represent dimensionally accurate schematics. All dimensions must be verified in field and confirmed with the Owner.

| | |
|--|-----------|
| <p>ADD ALTERNATE #1 Furnish and install a poured-in-place membrane protective surface at the playground area in lieu of engineered wood fiber system. Surfacing and sub-surface material and thickness must meet all applicable standards and regulations, including fall heights from the specified playground equipment. Surfacing shall be at least 2 colors, as selected by the City.</p> | <p>\$</p> |
|--|-----------|



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PROVISIONS OF THIS PROJECT

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid
- This project qualifies for prevailing wages per the Davis Bacon Act (HUD). Federal certified payrolls will need to be submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as recorded on the Bid Date and is available at <https://sam.gov/content/wage-determinations>. Weekly Certified payrolls must be Submitted with Pay Requests Including Monthly Utilization Form
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor’s License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- Pay Requests Must be Submitted on Approved AIA Billing Documents (City will Provide if Needed)
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
 - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as ‘Additionally Insured’ with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

CLOSE OUT DOCUMENTS

- Prior to Final Payment the Vendor Shall Provide the Following:
 - Copies of Permits Signed off and Approved (If Any)
 - Operating Manuals and Warranties Shall Be Transferred and/or Delivered
 - Full and Completed As-Built Drawings Shall be Submitted for Approval
 - Training Shall be Provided to City Personnel (If Required)
 - Certification by Manufacturers Representative (If Required)

QUALIFICATIONS

Qualifications will be evaluated on the basis of similar project experience for:

- a. Completion of similar projects within the last 5 years.
- b. Size and dollar value of similar completed projects.
- c. Contractor’s performance with similar projects. (references will be checked)
- d. Relevant experience of individuals assigned to the project.

Questions regarding this bid package shall be submitted via e-mail to **The Providence Purchasing Department** at purchasing@providenceri.gov and **Ben Lobaugh, Capital Improvement Project Manager** at blobaugh@providenceri.gov , no later than 12:00pm on Friday, December 22, 2023.

Ben Lobaugh is the project contact and can be reached at 401-680-5548



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Contractor Licenses



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

- terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
 17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

WEBSTER AVE ELEMENTARY SCHOOL YARD IMPROVEMENTS – SKETCH

11/21/2023





**CITY OF PROVIDENCE CDBG PROGRAM
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS EXCEEDING \$100,000**



Building Vibrant Neighborhoods

**Department of Planning & Development
Division of Housing & Community Development
444 Westminister Street, Suite 3A
Providence, Rhode Island 02903**



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**



**TO BE CONSIDERED A RESPONSIVE BIDDER
YOUR BID SUBMISSION MUST CONTAIN A BID GUARANTEE EQUIVALENT TO
FIVE PERCENT OF THE BID PRICE AND THE FOLLOWING SIGNED AND
COMPLETED CERTIFICATIONS:**

For Contracts Between \$10,000 and \$100,000

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. MBE/WBE FORMS**

For Contracts Exceeding \$100,000

- 1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
- 2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
- 3. SECTION 3 AFFIRMATIVE ACTION PLAN**
- 4. CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM**

Additional certifications by subcontractors prior to the start of work date

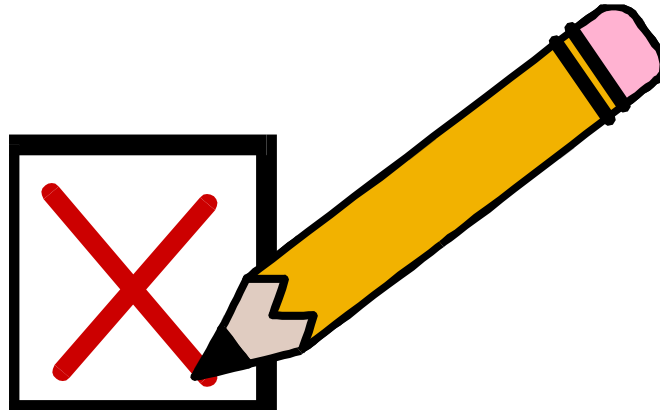
1. **For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity**
2. **For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan, and Contractor's DBE/Subcontractor Utilization Form.**
3. **MBE/WBE Subcontractor Disclosure Form**
4. **MBE/WBE Waiver Request Form**

Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

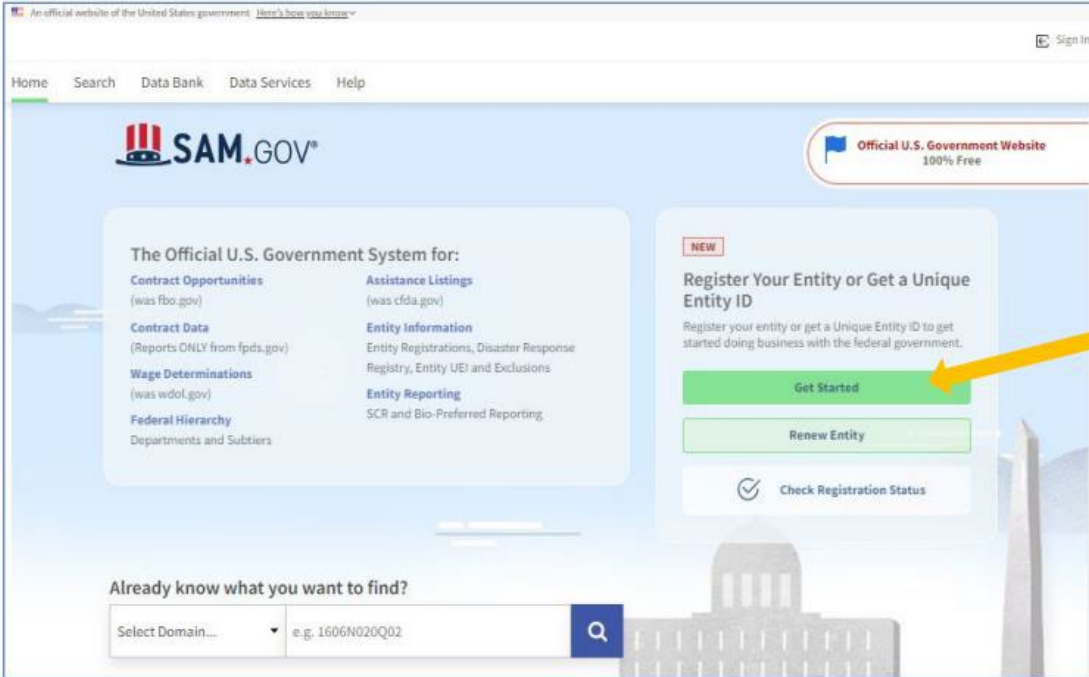
CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid

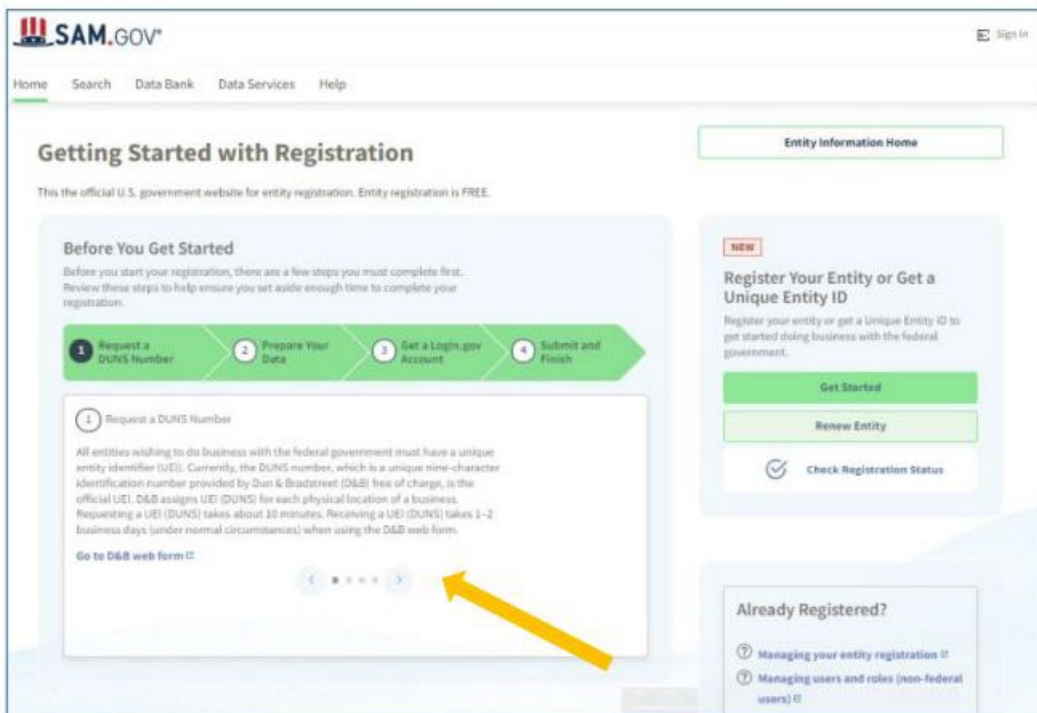


How to Register in SAM & Obtain a Unique Entity ID (SAM)

1: Getting Started There are four steps that you will need to complete: 1) Request a DUNS Number; 2) Prepare Your Data; 3) Get a Login.gov Account; 4) Submit and Finish. Go to www.sam.gov and click on “Get Started”.



Next, review the steps that must be complete prior to registration



Once a DUNS number has been obtained and all core data about your entity has been gathered, click “Get Started” to create a Login.gov account

SAM.GOV Sign In

Home Search Data Bank Data Services Help

Getting Started with Registration

This is the official U.S. government website for entity registration. Entity registration is FREE.

Before You Get Started

Before you start your registration, there are a few steps you must complete first. Review these steps to help ensure you set aside enough time to complete your registration.

- 1 Request a DUNS Number
- 2 Prepare Your Data
- 3 Get a Login.gov Account
- 4 Submit and Finish

1 Request a DUNS Number

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). Currently, the DUNS number, which is a unique nine-character identification number provided by Dun & Bradstreet (D&B) free of charge, is the official UEI. D&B assigns UEI (DUNS) for each physical location of a business. Requesting a UEI (DUNS) takes about 10 minutes. Receiving a UEI (DUNS) takes 1-2 business days (under normal circumstances) when using the D&B web form.

[Go to D&B web form](#)

Entity Information Home

Register Your Entity or Get a Unique Entity ID

NEW

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

[Get Started](#)

[Renew Entity](#)

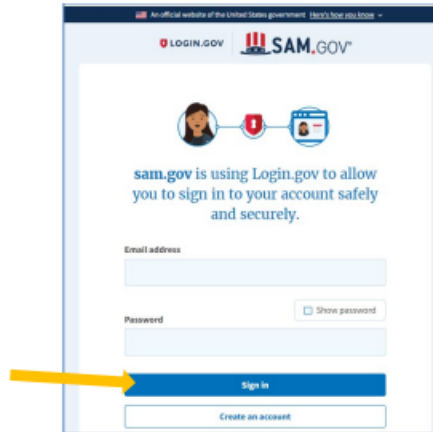
[Check Registration Status](#)

Already Registered?

- 1 [Managing your entity registration](#)
- 1 [Managing users and roles \(non-federal users\)](#)

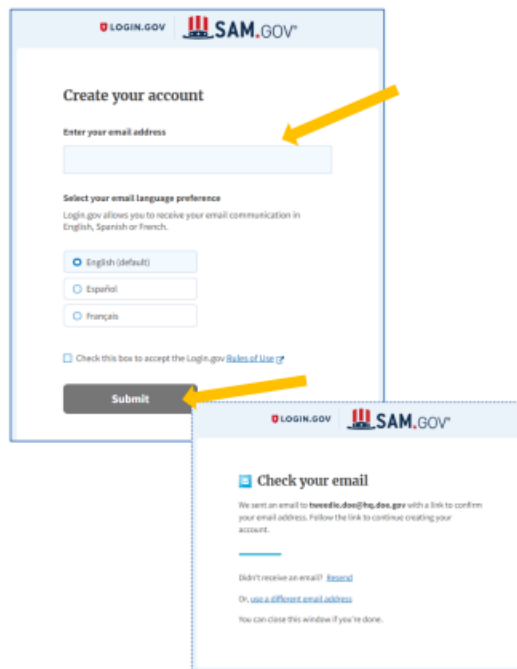
2: Create a [Login.gov](https://login.gov) account

After completing the steps from the previous page, and clicking on "Get Started", you will be directed to Login.gov. Here, click on "Create an account" to create a login.gov account. This account enables you to sign safely and securely into your SAM account.



The screenshot shows the Login.gov sign-in page. At the top, it says "An official website of the United States government" and "DON'T SEE WHAT YOU'RE LOOKING FOR?". Below that are the "LOGIN.GOV" and "SAM.GOV" logos. The main heading is "sam.gov is using Login.gov to allow you to sign in to your account safely and securely." There are two input fields: "Email address" and "Password" (with a "Show password" checkbox). Below the fields are two buttons: "Sign in" (highlighted with a yellow arrow) and "Create an account".

Enter your email address, accept the Rules of Use, then click on the "Submit" button. Once you submit your email address, you should see a message to check your email.



The top screenshot shows the "Create your account" page. It has a heading "Create your account" and a sub-heading "Enter your email address" with an input field. Below that is "Select your email language preference" with options for "English (default)", "Español", and "Français". There is a checkbox for "Check this box to accept the Login.gov [Rules of Use](#)". A yellow arrow points to the "Submit" button.

The bottom screenshot shows the "Check your email" confirmation message. It says "We sent an email to tweddle.doe@hq.doe.gov with a link to confirm your email address. Follow the link to continue creating your account." It also includes links for "Didn't receive an email?", "Use a different email address", and "You can close this window if you're done."

Register Entity

Purpose of Registration
Determine Purpose of Registration

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose**

Core Data

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

This page will help you determine your entity's purpose of registration. First, select what type of entity you are registering in SAM. Then state why you are registering. Based on your responses, you will complete different registration sections.

If you want to obtain federal contract awards, you must complete all four sections of the registration: Core Data, Assertions, Representations & Certifications (Rep & Certs), and Points of Contact (POC). This is required by the Federal Acquisition Regulation (FAR) in FAR 301.204.2 System for Award Management.

If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Rep & Certs), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2018, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or as a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

What type of entity are you registering?

Business or Organization

U.S. Federal Government

U.S. State Government

U.S. Local Government

Tribal Government

Foreign Government

Why are you registering this entity to do business with the U. S. government? *

I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.

I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

[Cancel](#) [Previous](#) [Next](#)

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

Tip: Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

Register Entity

Purpose of Registration
Confirm Purpose

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose**

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

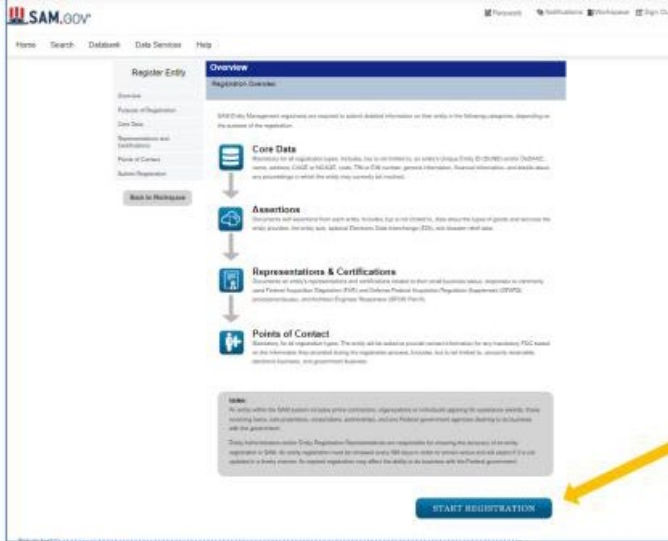
Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the “Next” button to continue with the Entity Registration process.

Purpose of Registration: All Awards

You are required to complete the following sections:

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact

[Cancel](#) [Previous](#) [Next](#)



When you click on "Register Entity" in the previous screen, you will see this screen that outlines the next important steps to register your entity. After reviewing, click "Start Registration".



After clicking "Start Registration" in the previous step, the screen shown at left will appear, outlining the information you'll need to provide to register your entity.

- Your Unique Entity ID (DUNS), Legal Business Name, and Physical Address for your Entity.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN.
- Your bank's routing number, and your bank account type, to set up Electronic Funds Transfer (EFT).

Click "CONTINUE" when ready.

Register Entity

Purpose of Registration

Determine Purpose of Registration

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Representations and Certifications

Points of Contact

Submit Registration

Back to Workspace

Page Description

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If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Rep & Cert), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2019, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or are a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

What type of entity are you registering?

- Business or Organization
- U.S. Federal Government
- U.S. State Government
- U.S. Local Government
- Tribal Government
- Foreign Government

Why are you registering this entity to do business with the U.S. government?

- I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.
- I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

Cancel Previous **Next**

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

Tip: Read the "Page Description" thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on "Next" to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click "Next" when ready.

Register Entity

Purpose of Registration

Confirm Purpose

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

Back to Workspace

Cancel

Previous **Next**

Page Description

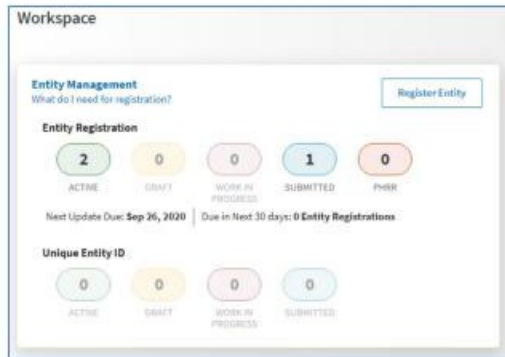
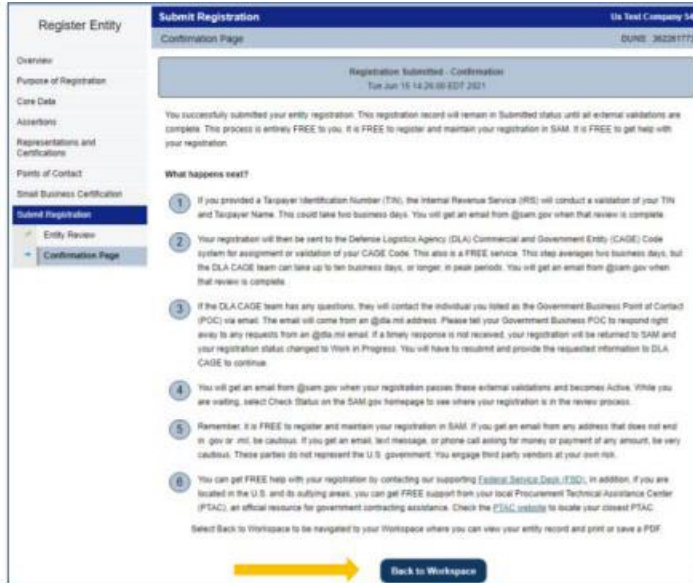
Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process.

Purpose of Registration: All Awards

You are required to complete the following sections:

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact

After submitting your entity registration, a confirmation page will display, providing next steps and the option to return to your SAM Workspace. Review “What happens next?” and then click “Back to Workspace” where you can review, print a copy, or save to PDF your entity record.

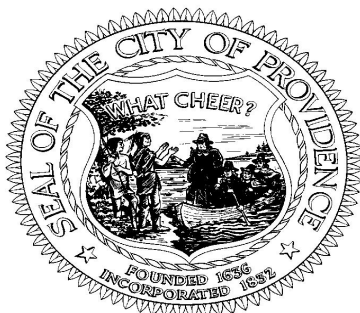


In your Workspace you can view your entity and track the registration status. Your registration will remain in the “Submitted” stage until it passes external validations, at which point the entity registration will become “Active”.

Your entity’s Unique Entity ID (SAM) is automatically assigned when the entity is put into the “Active” status after passing validation. You will then be able to view your Unique Entity ID (SAM) in your Workspace.

You can find help with registering your entity on SAM.gov here <https://sam.gov/content/help> where you can search the [Knowledge Base](#), “Go to Incident” or “Go to Live Chat”.

You may also contact the Federal Service Desk (FSD) by phone at 866-606-8220 Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time.



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**

Additional Submission by Prime Contractor prior to the start of work date

Name of Bidder (Prime Contractor) _____

Employer Identification Number (EIN) _____
(Is also known as Federal Tax Identification Number)

Is your business registered with System for Award Management? Yes ___ No ___

If NO, please register your business with System for Award Management.

Date of Registration _____

Name of Subcontractor _____

Employer Identification Number (EIN) _____
(Is also known as Federal Tax Identification Number)

Is your business registered with System for Award Management? Yes ___ No ___

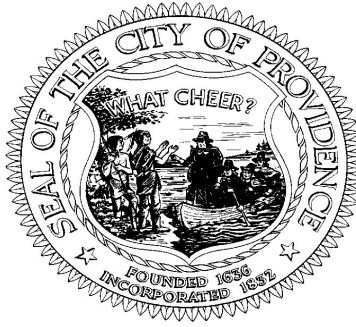
If NO, please register your business with System for Award Management.

Date of Registration _____

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$100,000)
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

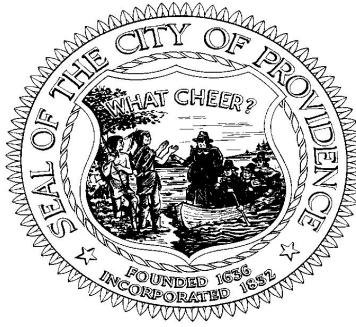
Name and address of bidder

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES**

(For Prime Contracts Exceeding \$100,000)

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

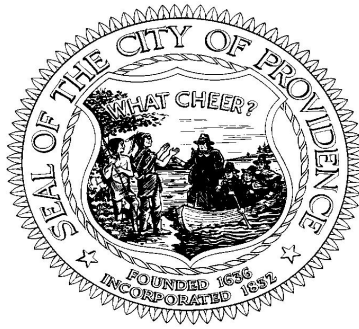
No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.



Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
SECTION 3 REQUIREMENTS**

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

As a condition of receiving HUD assistance recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

Applicability of Section 3 to Community Planning & Development Assistance

Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are **required to comply** with the Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 135.30 by:

- 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
- 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the

efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or

2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents; the business meets the definition of a resident-owned business, as set forth in HUD’s regulations at 24 CFR 963.5.
2. The business demonstrates that at least 20 percent of its permanent full-time employees are Section 3 residents and the business either: (i) sponsored a minimum of 10 percent of its current Section 3 employees to attend a DOL or DOL-recognized, State Apprenticeship Agency-approved, registered apprenticeship or pre-apprenticeship training program that meets the requirements outlined in DOL’s Employment Training Administration (ETA) Training and Employment Notice 13-121; or (ii) 10 percent of the employees of the business are participants or graduates of a DOL YouthBuild program.²

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: www.hud.gov/section3.

¹ See http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5842.

² See http://www.doleta.gov/youth_services/youthbuild.cfm.

Section 3 Clause

A. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of section 3 of the Housing and Urban Development Act of 196 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

B. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding

agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR part 135.

C. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:

1. After the contractor is selected; and
2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.

D. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.

F. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as 30 percent of new hires, or provide written justification to the recipient that is consistent with § 135.7(b)(4), describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

G. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.

H. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3 businesses, or provide written justification that is consistent with § 135.7(b)(4) describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.

I. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.

J. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.

K. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR 135.37 or 24 CFR 135.57, as applicable.

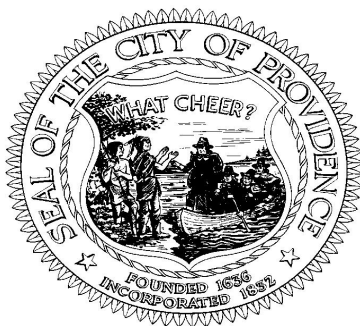
L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3, and include this Section 3 clause in its entirety into every subcontract awarded.

M. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.

N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

O. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

P. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
SECTION 3 AFFIRMATIVE ACTION PLAN**

**(Prime Contractor)
[For Prime Contracts that exceed \$100,000]**

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Participants in HLJD Youthbuild Programs, and
 - (iii) Other Section 3 Residents.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3

Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E. To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Applicants selected to carry out HUD Youthbuild projects;
 - (iii) Other Section 3 business concerns.
- H. To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
- J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K. To submit reports to DCD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M. To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by DCD
- N. To complete a Section 3 Utilization Report and submit said report to DCD, HUD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by DCD.
- O. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

**CONTRACTOR'S DBE/SUBCONTRACTOR
UTILIZATION FORM**

All Bidders must furnish this form with their bid on Bid Opening day

Contractor: _____ Telephone: _____
Ext. _____

Contact Person: _____ Fax: _____

E-mail: _____

BID PRICE: \$ _____ BID DATE: ____/____/____

PROJECT # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____ % PARTICIPATION FOR THIS SUBMISSION

| W B E• | D B E• | Non DBE | Firm Name | Item Number & Description of Work | Quantity | Cost per Unit/Item | Actual \$ Value |
|-------------------------------------|--------------|------------|-----------|---|----------|-----------------------|-----------------|
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**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN
FEDERALLY FUNDED CDBG CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

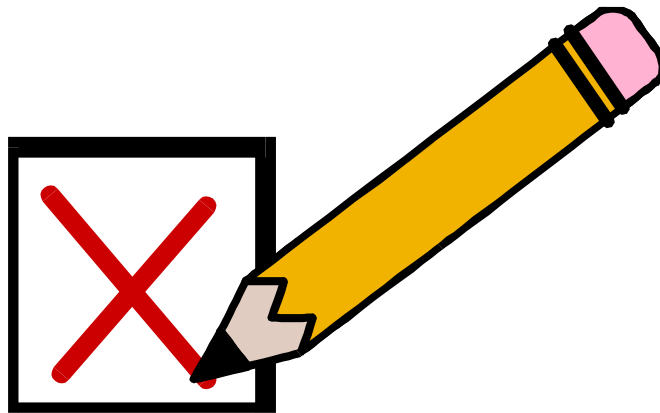
Form received: ____/____/____ Verified by: _____

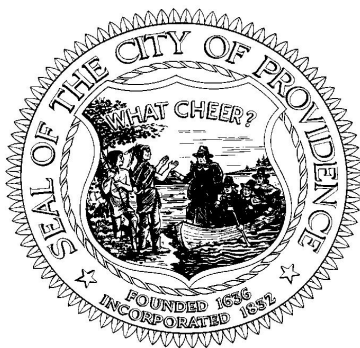
cc: Contracts Other _____

**For a complete list of certified firms and company designation (WBE/DBE) go to
<http://www.providenceri.gov>**

SECTION 3 UTILIZATION REPORT

**Must be submitted by Prime Contractor
Prior to receiving final payment of CDBG funds**





**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
SECTION 3 UTILIZATION REPORT
(To be Completed for all Prime Contracts Exceeding \$100,000)**

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: _____

Name of Project: _____

CDBG Project Number: _____ Wage Decision Number: _____

Number of Section 3 Employees Utilized on Project by Prime Contractor: _____

Number of Section 3 Employees Utilized on Project by Subcontractors: _____

Total Number of Section 3 Employees Utilized on Project: _____

B. CERTIFICATION OF PRIME CONTRACTOR

As officer and representative of: _____

Name of Prime Contractor

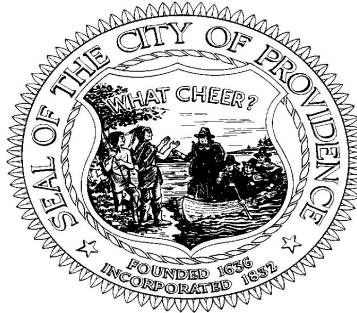
Address: _____

Telephone Number: _____

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the City of Providence CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative **Date**



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
DIRECTIONS FOR COMPLETION OF
SECTION 3 UTILIZATION REPORT
(For Prime Contracts Exceeding \$100,000)**

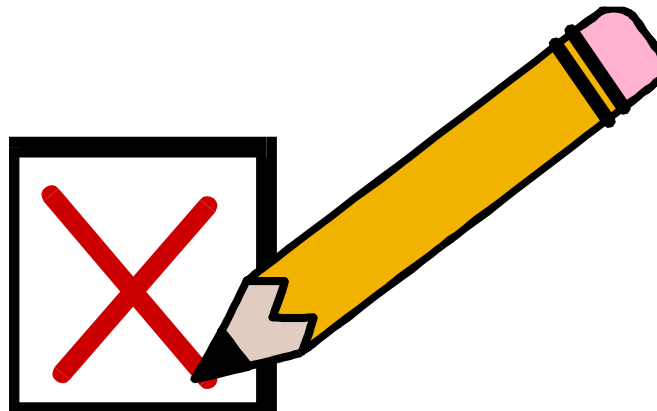
1. Determine if there has been Section 3 participation in the construction project.
 - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.
 - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.
2. Retain all Section 3 Income Worksheets with your project records.
3. Complete (A) Section 3 Employee Information area of the report.
 - a. Enter name of the community where the project is located.
 - b. Enter project name.
 - c. Enter CDBG Project Number & Federal Wage Decision Number. (Located in wage decision documents)
 - d. Enter number of Section 3 Employees you utilized on project.
 - e. Enter number of Section 3 Employees utilized by subcontractors on project
 - f. Enter total number (d + e) of Section 3 Employees utilized on project
4. Complete (B) Certification by Prime Contractor area of Report
 - a. List your name, address and telephone number of your company.
 - b. Print or type name and title of authorized company representative.
 - c. Have authorized representative sign and date Report.

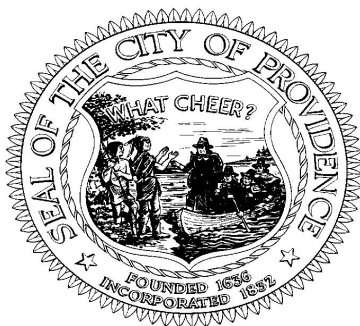
IMPORTANT REMINDER!

Final payment of CDBG funds will not be made until Section 3 Utilization Report is submitted to CDBG grantee or designee

CERTIFICATIONS FOR SUBCONTRACTORS

**Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work**





**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts)
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

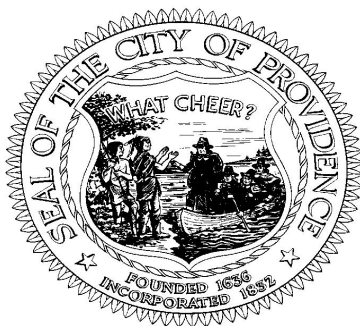
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts)**

Name of Subcontractor: _____

Project Name and Number: _____

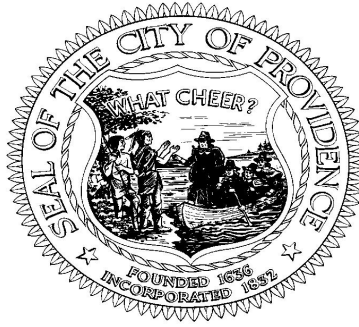
The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.



Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative **Date**



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
SECTION 3 AFFIRMATIVE ACTION PLAN**

(Subcontractor)

[For Subcontracts that exceed \$100,000]

_____, Subcontractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Participants in HLJD Youthbuild Programs, and
 - (iii) Other Section 3 Residents.

- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.

- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3

Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

- E.** To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Applicants selected to carry out HUD Youthbuild projects;
 - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.
- J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K.** To submit reports to DCD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M.** To document utilization of Section 3 Employees on the covered project by obtaining income information from new project area employees on the Section 3 Income Worksheet.
- N.** To provide all Section 3 Income Worksheets to the prime contractor for inclusion in the Section 3 Utilization Report prior to receipt of final payment of CDBG funds.
- O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

SUBCONTRACTOR CERTIFICATION

As officers and representative of: _____
(Name of Subcontractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

**(Applicable to Federally assisted construction contracts
and related subcontracts of \$10,000 and under.)**

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
2. The contractor shall 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 non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202

**Applicable to Federally assisted construction contracts
and related subcontracts exceeding \$10,000**

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

- 1.a) 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 employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) 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 consideration without regard to race, color, religion, sex, or national origin.
- c) 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 Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the non-discrimination 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 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.

- g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, 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 Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- a) 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of 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.
- d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity

clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.

4. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

5. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

6. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing -in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

Section 3 Clause:

- a) The work to be performed under this contracts 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 135, 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 135 regulations.
- c) The contract 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of

sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

7. LABOR STANDARDS

- a) Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.
- c) Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

8. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

9. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

10. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air

quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

11. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

12. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

13. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

14. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

15. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

16. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

**Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development**

Applicability

The Project of 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 up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) 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 of 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 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 or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 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 CFT part 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 contact 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 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 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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 that 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 (or under the United States Housing Act of 1937 or

under the Housing Act of 1949 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, 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 record 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or 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 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 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 Part 5.5(a) (3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide

them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being 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 property 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 paragraph AA.3. (ii)(b) of this section.

(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 of subcontractor shall make the records required under paragraph A.3. (i) of this section 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 Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in

his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 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 this part shall be in conformity with the equal employment opportunity requirement 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 subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, 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 contract clauses in 29 CFR Part 5.5

7. Contracts 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 as provided in 29 CFR 5.12

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act 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 in to 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 of 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 to 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 transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such

Administration...makes, utter of 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 subcontractor 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. 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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or 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 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 \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of 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

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions that 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 (formerly Part 1518) and 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 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article 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.