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**Invitation for Bids  
(Quotation for Small Purchase)**

**Residential Fire Damaged Siding Replacement – Scattered Sites**

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ISSUE DATE: MONDAY, NOVEMBER 14<sup>TH</sup>, 2022  
BID DUE DATE: MONDAY, DECEMBER 12<sup>TH</sup>, 2022  
BY 10:30 AM EST.

JUNIOR PROJECT MANAGER:  
ROXANA ROSARIO  
PROVIDENCE HOUSING AUTHORITY  
40 LAUREL HILL AVENUE  
PROVIDENCE, RI 02909  
RROSARIO@PROVHOUSING.ORG  
[www.provhousing.org](http://www.provhousing.org)

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

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# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## INVITATION FOR BIDS

### RESIDENTIAL FIRE DAMAGED SIDING REPLACEMENT – SCATTERED SITES

The Providence Housing Authority shall receive quotes from qualified vendors for the **Residential Fire Damaged Siding Replacement project @ the Scattered Site unit**, to 40 Laurel Hill Avenue, Providence, RI 02909 no later than **10:30 AM EST on Monday, December 12<sup>th</sup>, 2022**, at which then the bids will be opened publicly.

Copies of the project manual, specifications and other bid documents may be obtained through our website: <https://provhousing.org/procurement-bid/>.

A **mandatory** pre-bid meeting is scheduled to be held at the Facilities Management Department on **Monday, November 21<sup>st</sup>, 2022, at 10:00 AM**. The meeting will also consist of a jobsite walk-through the Scattered Site unit at 23 Derry Street, Providence, RI 02908.

Address all pre-bid questions or requests for information (RFIs) pertaining to the project or bid documents to the Junior Project Manager, Roxana Rosario via email at [rosario@provhousing.org](mailto:rosario@provhousing.org) or by phone at (401) 709-2216. All pre-bid requests for information (RFIs) must be submitted by **Monday, November 28<sup>th</sup>, 2022, by 2:00 PM**, prior to when bids are due.

Bidders will be required to make positive efforts to use small and minority-owned business and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Individuals requiring interpreter services for the hearing-impaired should notify the Facilities Management Department by calling (401) 709-2201 seventy-two (72) hours prior to any event.

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## SCOPE OF WORK

<b>Development:</b>	Scattered Sites
<b>Location:</b>	23 Derry Street, Providence, RI 02908
<b>Bids Due:</b>	Monday, December 12 <sup>th</sup> , 2022, by 10:30 AM
<b>Mandatory Pre-Bid Meeting:</b>	Monday, November 21 <sup>st</sup> , 2022, at 10:00 AM
<b>Location:</b>	40 Laurel Hill Avenue, Providence, RI 02909

The Providence Housing Authority is seeking to replace the siding of the Scattered Site home located on 23 Derry Street, Providence, RI 02908 as the result of a fire. The total living area of the house is approximately 1,698 sqft or 20 ft x 28 ft per floor. Based on the standardization of the Scattered Sites, the Providence Housing Authority requires the use of certain materials or specific products for the necessary repairs, none of which will be provided by the Providence Housing Authority. For the siding, the property needs wood shingles.

### General:

- The Contractor shall substantially complete work within sixty (60) days of Notice to Proceed.
- The Contractor shall supply all labor, materials, equipment, tools, services, and permits required to perform work as outlined in the Bid Book, Scope of Work, and amendments (if any).
- The Contractor's Project Manager will participate in scheduled meetings with the Authority.
- Promptly submit written notice to the Junior Project Manager, within five (5) business days of the discovery of observed variance of contract documents from legal requirements.
- The Contractor shall obtain any permits required to perform work as outlined in bid documents.
- The Contractor shall not substitute any materials without the Authority's written authorization.
- The Contractor shall notify the Authority of any long lead items that may impact completion dates.
- The Contractor shall provide the Authority with submittals of data for the products / materials used.
- The Contractor shall provide the Authority with at least a fifty-year (50) general warranty for the siding upon completion of the project (submit for approval prior to completion).
- The Contractor shall commit no trespass on any public or private property in performing this contract.

### Damage to PHA Property:

- The Contractor shall be responsible for the repair of any damage to Authority property and restoration of any area disturbed by installation work to the satisfaction of the Authority's authorized representative prior to final payment.
- Repairs / restoration of areas damaged by the Contractor shall be fixed at no cost to the Authority.

### Site Safety & Precautions:

- All work performed pursuant to this contract must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- The Contractor shall supply the Authority with a detailed safety plan for employees, as work will not be allowed to start without this information in place.
- The Contractor is to have a designated Safety Officer on site at all times.
- No employee is to be elevated without the proper restraint system in place.
- The Contractor shall supply all safety or warning signs, equipment, covers, barricades, and / or any other specialty item that may be required.
- The Contractor shall provide adequate protection for all persons and Authority personnel within the working area, and erect temporary barricades where necessary.
- The Contractor shall keep the working area sufficiently clear of equipment, materials, and implements of service to prevent endangering persons and damaging Authority property. Removal shall be performed promptly upon completion of the work.
- The Contractor will be responsible for all of their material, equipment, and other items stored on site. Storage materials in public, common, or private areas within the project is prohibited.
- The Contractor shall not, at any time, leave work in an unsafe condition or any condition that might cause injury or damage, but shall continue work until work is at a safe space to stop.

### Debris Removal:

- The Contractor shall be responsible for removing all debris in accordance with all local, state, and federal requirements. The trash receptacles on site are not to be used for disposal of construction debris.

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## Keys & Access:

- At the close of each workday, the Authority facilities, property, and materials shall be secured and closed by the Contractor.
- Contractors will be issued by the Authority, no more than one (1) key / badge to enter the property.
- The Contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the Authority are not lost / misplaced or used by unauthorized persons.
- No keys issued to the Contractor by the Authority shall be duplicated. If the Contractor loses the keys to the lock, the Authority will replace the locks and bill the Contractor for the costs of replacement.
- At no time shall the Contractor allow anyone other than an employee of the Authority or of the Contractor into the construction area.

## Personnel:

- All employees of the Contractor, Subcontractors, or other representatives shall be skilled in the type of work for which they are employed on the project and shall work under the direction of a competent superintendent.
- All employees of the Contractor, subcontractors, or other representatives shall be legal to work in the United States and licensed as required by Federal, State, and local regulations to perform the type of work for which they are employed on the project.
- Should the Authority deem anyone employed in the work incompetent or unfit to fulfill their duties, the Contractor shall remove such employee from the work, and shall not re-employ them for work on this project or any other Authority project, without written permission from the Authority. The Contractor is free to select and employ the replacement personnel.
- The Contractor, Subcontractors, employees, and / or other representatives shall wear identifying company uniform and employee badge while working on Authority properties.
- The Contractor shall submit sample ID badges prior to signing a contract with the Authority, if requested.
- All personnel shall be neat in appearance and shall conduct work in a professional manner.
- The Contractor shall furnish the necessary, qualified supervision to oversee all operations.
- The Contractor is responsible for all personnel involved in the work, including those directly employed by the contractor, sub-contractors, and suppliers of equipment and / or labor.
- The Contractor shall be responsible for ensuring all personnel (including sub-contractors) on site adhere to OSHA Safety Standards at all times during this project.
- While on Authority premises, all personnel must abide by a non-smoking policy.

## Work Schedule:

- Daily Schedule: Monday – Friday between 8:00 AM to 4:00 PM; staging can begin at 7:30 AM.
- Winning bidder will need to provide appropriate staffing to perform work in a timely manner.

## Contract Award:

- The contract award is expected to be made within sixty (60) calendar-days following the bid opening.  
**All prices are considered firm.**
- The contract period is sixty (60) days, beginning on the date indicated on the Notice to Proceed to be issued by the Providence Housing Authority.

## Sub-Contracting:

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

## Termination for Convenience & Default:

- The PHA will only give one verbal notification to the contractor to cure deficiencies. A second notification to the contractor for deficiencies will be in writing as a notice to cure and will clearly state that if required, a third notification will result in termination.
- Termination of this contract can be for other reasons, as noted HUD 5370-EZ {attached}.

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **BID PACKAGE INSTRUCTIONS**

### **General Information:**

The Providence Housing Authority (PHA) is seeking to replace the fire-damaged siding at the Scattered Site located on 23 Derry Street, Providence, RI 02908. All work is to be completed as per the Quotation for Small Purchase, Scope of Work, and as amended (if applicable).

### **Special Note:**

The Contractor must work in cooperation with the Providence Housing Authority's insurance provider, as the project is tied to a loss claim on this site for the fire damages.

### **Pre-Bid Meeting:**

- A **mandatory** pre-bid meeting is scheduled at the Facilities Management Department located on 40 Laurel Hill Avenue, Providence, RI 02909 on **Monday, November 21<sup>st</sup>, 2022, at 10:00 AM.**
- The pre-bid meeting will consist of a walkthrough of the exterior of the damaged unit.
- During the walkthrough, bidders are encouraged to take any necessary measurements or photographs that may be useful in preparing to bid for the project.

### **Requests for Information:**

- Bidders shall submit any requests for information via email to Roxana Rosario, [rosario@provhousing.org](mailto:rosario@provhousing.org) no later than **Monday, November 28<sup>th</sup>, 2022, by 2:00 PM.**
- Please allow a minimum of seventy-two (72) hours after the due date of all Requests for Information for a response from the Project Manager.

### **Bids Due:**

- Bids are to be submitted prior to the public bid opening scheduled for **Monday, December 12<sup>th</sup>, 2022, prior to 10:30 AM** at 40 Laurel Hill Avenue, Providence, RI 02909.

### **Bid Submission Instructions:**

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

### **Bid Submission Requirements:**

The bid package, as submitted, shall include the following documents (as listed below) enclosed in a sealed 9-inch \* 12-inch or 10-inch \* 13-inch envelope. The PHA will not be responsible for the receipt of bids not properly submitted.

1. Bid Form, Notarized
2. Non-Collusive Affidavit, Notarized
3. Company Profile Form
4. Client References Form, Minimum of Three (3) References of Similar Projects
5. Certification of Prevailing Wage Rates, Notarized
6. Fair Employment Practice Statement, Notarized
7. Copy of RI Contractors License
8. RI Contractor Registration Number (List on Bid Form)
9. Vendor Disclosure Agreement
10. List of all Sub Contractors

\*All subcontractors subject to review and approval by PHA

### **Bid Submission Address:**

Bids may be mailed, or hand delivered to:

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

## PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Authority and sent, preferably, by registered mail. On the outside of the envelope, *clearly* mark the words “**Residential Fire Damaged Siding Replacement – Scattered Sites**”.

### **Wage Requirements:**

- Davis Bacon prevailing wages apply on all phases of the project (see HUD 5370-EZ Clause 14).
- Compliance with Davis Bacon Wage Decision required at time of Contract.
- All employees performing labor at the project jobsite(s) must be paid wages no lower than found in the most recent prevailing wages decision of the US Department of Labor (DOL), **General Decision Number RI20220002 Modification No. 04 dated 08.26.2022** or as amended ten (10) days prior to bid opening.
- The Contractor will be required to post the wage rates on site, visible to all employees of the project.
- The Contractor is responsible for ensuring all subcontractors comply with the DB Wage Rates Decision.
- During the duration of the project, the Contractor will coordinate with the Providence Housing Authority's Project Manager three (3) rounds of employee interviews (beginning, middle, and end).

### **Certified Payroll Requirements:**

- Payrolls must be submitted electronically via email (Adobe PDFs) to the PHA's project representative on a weekly basis using the latest U.S. DOL Form WH-347.
- Statements or notices containing a breakdown of the fringe benefit rate(s) without sufficient supporting documentation are not acceptable forms of verification.
- All contractors who indicate on payrolls that fringe benefits are paid in approved plans must provide verification in the form of statements to third parties, union report forms, etc., along with copies of checks to those plans.
- All contractors who have apprentices on the job will be required to provide DOL verification.
- Refer to the following website for a video demonstrating the process of filling out a certified payroll report <https://www.youtube.com/watch?v=wI9ekEHoAvg>.

### **Labor Violations:**

- The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass while performing this contract.
- Contractor's submitting a bid shall provide with the bid on company letterhead, a list of any work practice and / or labor violations received by OSHA, EPA, or the Department of Labor, within the last five years, for all States where the Contractor is registered.
- Contractors failing to disclose violations with the bid will have their bid rejected.
- The Authority reserves the right to reject a bid based on the severity and number of violations.

### **Insurance:**

- The winning bidder will be required to name the PHA as an additional insured and maintain the insurance for the duration of the Contract.
- The winning bidder will be required to provide a certificate of comprehensive liability / auto / workers compensation insurance.
- The liability coverage shall be a minimum of \$500,000.00 per occurrence (HUD 5370-EZ Clause 6).
- The winning bidder shall furnish the PHA a Certificate of Insurance evidencing that, Builder's Risk (Fire and Extended Coverage) Insurance on all work in place and / or materials stored at the construction site, including foundations and building equipment, is in force.
- Proof of such coverage's must be presented to the PHA upon request.
- Failure to maintain insurance as required during the term(s) of this Contract shall constitute a material breach thereof.
- The Contractor is responsible for the full cost of any loss.

### **Licenseses & Permits:**

- The Contractor will ensure all required licensing requirements are met.
- The Contractor and Contractor's employees and agents shall secure and maintain in force such licenses and permits as are required by law and shall conform to all Federal, State, and local laws, ordinances, and regulations covering the work under the contract.
- The Contractor shall provide to the PHA copies of these and any other required licenses.
- Failure to maintain licenses in current status during this Contract shall constitute a material breach.
- The PHA is exempt from the payment of any and all taxes and fees to the State of Rhode Island and City of Providence.

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **Termination for Convenience & Default:**

- The Authority will only give one verbal notification to cure deficiencies. A second notification will be in writing as a notice to cure deficiencies and will state that, a third notification will result in termination.

## **Change Orders:**

- Bidders must email the Project Manager, Roxana Rosario for any request for change orders for prior written approval to [rosario@provhousing.org](mailto:rosario@provhousing.org), to justify any additional substitutions or costs / time required.

## **Evaluation of Bids:**

- Award of contract will be to the lowest "responsible" bidder.
- Bidders will be required to demonstrate their ability to perform the work based on their prior work history, previous experience, satisfactory references, technical proficiency, and ability to provide qualified manpower.
- The PHA reserves the right to reject the low bid price, if, in the opinion of the PHA, that bidder is determined not to be the best-qualified bidder or to be deficient in experience, technical proficiency, or is unable to provide qualified manpower to meet the specification.
- The Authority reserves the right to request a "Contractor's Qualification Statement AIA Document A-305 Latest Edition".
- The owner may waive any informalities in the bids and may reject any or all bids.
- **All prices are considered firm.**
- No bid may be withdrawn within 45 days after the date of the bid opening.
- The final determination will be at the sole discretion of the PHA.



# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **CONSTRUCTION CONTRACT AGREEMENT FORM**

**Contract No. XX-XXX**

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**THIS AGREEMENT, Contract Number XX-XXX**, is made and entered into this **Month, Day, Year by and between VENDOR NAME** located on Address, a [State of Incorporation] Corporation, hereinafter called the "**Contractor**" and **The Housing Authority of the City of Providence, Rhode Island**, a public body and a body corporate and politic existing under the General Laws of the State of Rhode Island, hereinafter called the "**Authority**":

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

### **ARTICLE 1. Statement of Work.**

The Contractor shall furnish all labor, equipment, and services to perform and complete in a timely manner, all work required for the Residential Fire Damaged Siding Replacement project at the Scattered Site located on 23 Derry Street, Providence, RI 02908, in strict accordance with all of the applicable HUD rules and regulations, Part II Terms and Conditions, the Authority's Quotation for Small Purchases, dated Month XX, 202X, and the Contractor's Quote, dated Month XX, 2022, all of which are hereby incorporated by reference and made a part hereof.

### **ARTICLE 2. The Contract Price.**

The Authority shall pay the Contractor for the performance of this contract, in current funds, subject to additions and deductions as provided herein, the sum of **XXXXX and 00/100 Dollars (\$XX,XXX.00)**.

### **ARTICLE 3. Method of Payment.**

Portions of the contract price (ARTICLE 2) shall be paid within thirty (30) days of receipt of an approved invoice. If the delivery of any service and / or material purchased under this contract is provided in stages, then for each of the agreed stages, a partial payment will be made. The Contractor is issued Contract Number **XX-XXX** by the Authority. This number must be indicated on all invoices in order to be processed for payment.

### **ARTICLE 4. Time of Performance.**

The contract period for this construction contract will be sixty (60) calendar days, with work to commence on the date specified in the Notice to Proceed, therefore all work must be completed by the baseline **date** as stipulated in the **Notice to Proceed**.

### **ARTICLE 5. Contract Documents.**

The Contract shall consist of the following component parts:

- a. This Instrument
- b. Part II – Additional Terms & Conditions
- c. Quotation for Small Purchase, Dated, Month XX, 202X
- d. Contractor's Quote, Dated Month XX, 202X
- e. Amendments (if any)
- f. HUD Required Forms
- g. City of Providence, Rhode Island Forms (if required)

### **ARTICLE 6. Liquidated Damages.**

The Contractor shall be liable for and pay the Authority as fixed and agreed, liquidated damages in the amount of **\$500.00** for each calendar day of delay of completion of the work until work is completed. Such sums may be withheld from payments or collected from the Contractor in any manner provided by law.

### **ARTICLE 7. Minimum Wages.**

All laborers and mechanics employed or working upon the site of the work shall be paid the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at the time of payment, computed at rates not less than those contained in **General Wage Decision No. RI 2022002, Modification No. 04 dated 08.26.2022** (or as amended).

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **ARTICLE 8. Additional Compliance.**

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

- Federal and State Confidentiality, Privacy and Data Security;
- Title VII of the Civil Rights Act of 1964;
- The Pregnancy Discrimination Act;
- The Equal Pay Act of 1963;
- The Age Discrimination in Employment Act of 1967;
- Title I of the Americans with Disabilities Act of 1990;
- Sections 102 and 103 of the Civil Rights Act of 1991;
- Sections 501 and 505 of the Rehabilitation Act of 1973;
- The Genetic Information Nondiscrimination Act of 2008; and
- Executive Order 11246 as Amended, including Parts I through IV.
- Vendors, Non-Affiliated Third Parties, and Contractors shall implement and maintain reasonable data security procedures and practices appropriate to the size and scope of the organization, the nature of the information, and the purpose for which the information was collected to protect the Personal Information (PI) from Unauthorized Access, Use, Modification, Destruction, or Disclosure.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in two original counterparts on the day and year noted on page one (1) of this contract.

**Witness**

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**The Providence Housing Authority**

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Melissa Sanzaro,  
Executive Director  
100 Broad Street  
Providence, RI 02903

**Witness**

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**Vendor**

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TITLE

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ADDRESS

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CITY, STATE ZIP

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# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **CERTIFICATION**

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

**CORPORATE SEAL** \_\_\_\_\_

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **PART II - TERMS & CONDITIONS**

### **1. Termination of Contract for Cause.**

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

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

### **2. Termination for Convenience of Authority.**

The Authority may terminate this Contract any time by a notice in writing from the Authority to the Contractor. If the Contract is terminated by the Authority for Convenience, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period that are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 (above) or Section 2 (this provision) may apply; to be determined by the Authority in its sole discretion.

### **3. Changes.**

The Authority may, from time to time, request changes in the Scope of Services from the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall only be effective if prior written agreement by the Authority's Contracting Officer is obtained. Such agreement(s) shall be considered written amendments to this Contract.

### **4. Personnel.**

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

### **5. Anti-Kickback Rules.**

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

## PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

### **6. Withholding of Salaries.**

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

### **7. Claims and Disputes Pertaining to Salary Rates.**

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

### **8. Equal Employment Opportunity.**

During the performance of this Contract, the Contractor agrees:

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

### **9. Discrimination Because of Certain Labor Matters.**

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

### **10. Compliance with Local Laws.**

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

### **11. Subcontracting.**

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

### **12. Assignability.**

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

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **13. Interest of Members of Authority.**

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

## **14. Interest of Other Local Public Officials.**

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

## **15. Interest of Certain Federal Officials.**

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

## **16. Interest of Contractor.**

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

## **17. Findings Confidential.**

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

## **18. Royalties and Patents.**

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

## **19. Examination and Retention of Contractor's Records.**

- a. The Authority, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- b. The Contractor shall include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. Subcontract, as used in this clause, excludes purchase orders not exceeding \$10,000.00.
- c. The periods of access and examination in paragraphs (a) and (b) above for the record relating to (1) appeals, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Authority, HUD, or Comptroller General or any of the duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims or exceptions.

## **20. Warranty of Title.**

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

## PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

### 21. Insurance.

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

- a. Workers' Compensation in accordance with Rhode Island Worker's Compensation Laws for all employees engaged under this contract.
- b. Commercial General Liability which is comprehensive general Liability insurance with bodily injury and property damage. The minimum amount of required coverage is \$500,000 per occurrence. The policy shall cover all operations of the contractor in connection with the project.
- c. Automobile Liability on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.
- d. The Certificates of Insurance noted in paragraphs (a) and (b) shall indicate that the policy holder has added the Authority as an Additional Insured. Within ten (10) days of Award of work, Contractor shall provide the PHA with a copy of the actual Insurer's policy endorsement evidencing it has added the PHA as an Additional Insured on Contractor's policy(ies).
- e. Hold Harmless and Indemnification. Nothing in this Agreement shall be construed to mean that Providence the Housing Authority assumes any liability for damages or otherwise on account of accidents to persons or property, including but not limited to accidents arising or resulting from Contractor's operations. Contractor shall be solely responsible for supervising all of its own, and its sub-contractors, and operations, including but not limited to losses arising from the willful and/or negligent actions of its own and its sub-contracted staff.

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

# General Contract Conditions for Small Construction/Development Contracts

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

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## See Page 7 for Burden Statement

**Applicability.** The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

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

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.



(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

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

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

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 8. Changes

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

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

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

#### 12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

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

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

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

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

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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

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

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

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

**Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.**

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## TAX EXEMPTION LETTER AND CERTIFICATE

**Subject: The Providence Housing Authority's Exemption from RI Use and Sales Taxes**

To Whom It May Concern:

According to the General Laws of the State of Rhode Island, the Housing Authority is exempt from the payment of all State and Municipal fees and taxes. R.I.G.L. §45-25-28 states in pertinent part: "**An Authority is exempt from the payment of any taxes or fees to the state or any subdivision of the state or to any officer or employee of the state or subdivision of the state.**" Also note that as a separate and distinct public body, the Housing Authority does not have nor need a tax-exempt certificate or number which the State's Division of Taxation issues to charitable, educational, and religious organizations and other entities for exemption from sales, use and other types of taxes.

**Our exemption from State and local taxes and fees applies to all Authority contracts and purchases.** An example of where this special statute applies, is that although cities and towns are allowed to charge fees for the issuance of building permits for construction projects, the City of Providence is not allowed to charge a fee to the Authority to obtain its permits. Construction or other contractors authorized to perform work for the Authority on its buildings and sites may not need to pay certain taxes or fees on the cost of services or materials that are incorporated in their work for the Authority. Also, the Authority and its agents need not pay sales and use taxes on materials that are purchased for use in the operations of the Authority.

Contractors and others acting on behalf of the Authority should use a copy of this letter to confirm to their subcontractors, suppliers and/or others that the Authority is exempt from taxes and fees as indicated above.

If there are any questions regarding this matter, please call the Junior Project Manager, Roxana Rosario at 401.709.2216.

Sincerely,



Roxana Rosario  
Junior Project Manager  
Providence Housing Authority



"General Decision Number: RI20220002 08/26/2022

Superseded General Decision Number: RI20210002

State: Rhode Island

Construction Type: Residential

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>Executive Order 14026 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>Executive Order 13658 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	06/24/2022
4	08/26/2022



ASBE0006-009 09/01/2021

	Rates	Fringes
INSULATOR - PIPE & PIPEWRAPPER Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 45.00	32.89

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ELEC0099-004 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 34.40	5.94%+15.45

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

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ELEV0039-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.91	36.885+a+b

FOOTNOTES:

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

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ENGI0057-004 12/01/2021

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

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

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

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\* ROOF0033-002 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 42.23	29.00

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\* SURI1999-002 04/12/1999

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

CARPENTER

Including Acoustical  
 Ceiling Installation,  
 Drywall Hanging, & Metal  
 Stud Framing.....\$ 15.32 9.65

Cement Mason/Finisher.....\$ 20.45 11.40

Drywall Finisher/Taper.....\$ 20.55 8.50

FLOOR LAYER: Carpet.....\$ 15.62 9.65

INSULATOR - BATT.....\$ 19.56 9.65

LABORER

Unskilled, Landscape, &  
 Brick Mason Tender.....\$ 18.47 8.10

PAINTER (Brush and Roller).....\$ 20.55 8.50

PLASTERER.....\$ 13.50 \*\* 2.45

PLUMBER.....\$ 23.96 8.95

Power Equipment Operator  
 Backhoe.....\$ 20.27 8.98

SPRINKLER FITTER.....\$ 24.24 9.81

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

\*\*\*\*\*  
 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$15.00) or 13658  
 (\$11.25). Please see the Note at the top of the wage  
 determination for more information.

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

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

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 The body of each wage determination lists the classification

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

# PROVIDENCE HOUSING AUTHORITY- BID PACKAGE

## STANDARD FEDERAL EEO CONSTRUCTION CONTRACT SPECIFICATIONS

(Executive Order 11246, as Amended)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person in whom the Director delegates authority
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups, non-Hispanic);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - iii. Asia and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in the compliance with MOD provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in any approved Plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 71 through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.
5. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
6. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
7. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
8. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

## PROVIDENCE HOUSING AUTHORITY- BID PACKAGE

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement: by publicizing it in the company newspaper, annual report, etc.: by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items, with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female new media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

## PROVIDENCE HOUSING AUTHORITY- BID PACKAGE

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
9. Contractors are encouraged to participate in voluntary associations with assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 71 through 0 of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
10. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
11. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
12. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
13. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

# PROVIDENCE HOUSING AUTHORITY- BID PACKAGE

## Subpart B – Contractors' Agreements

### SEC. 202

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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



## PROVIDENCE HOUSING AUTHORITY- BID PACKAGE

### SEC. 203

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

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

### SEC. 204

1. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.
2. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
3. Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.
4. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

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

# PROVIDENCE HOUSING AUTHORITY- BID PACKAGE

## LAWS ENFORCED BY EEOC

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

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

### The Pregnancy Discrimination Act

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

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

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

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

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

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

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

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

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

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

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

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

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

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008  
Expires: 07/31/2024

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS		
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## BID FORM

**Project:** Residential Fire Damaged Siding Replacement – Scattered Sites  
**Bid Due:** Monday, December 12<sup>th</sup>, 2022, by 10:30 AM  
**Bidder**

**Vendor:** \_\_\_\_\_

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

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

**To**

Providence Housing Authority  
 Department of Facilities Management  
 40 Laurel Hill Avenue  
 Providence, RI 02909

(1.) The undersigned, having become familiar with the local conditions affecting the cost of work and the specifications for the Residential Fire Damaged Siding Replacement Project at the Scattered Sites unit located on 23 Derry Street, Providence, RI 02908, including Bidding Requirements, Contract Documents, and Amendments, if any thereto, and on file at the office of the Authority, hereby proposes to furnish all labor, materials, equipment, and services required to complete the work, all in accordance therewith for the following sums.

\*Bids shall be both written in words and shown in figures

**BASE BID: RESIDENTIAL FIRE DAMAGED SIDING REPLACEMENT – SCATTERED SITES**

(\$ \_\_\_\_\_ )

**BREAKDOWN OF QUOTES PER FOLLOWING LINE ITEMS**

TYPE OF WORK	COST STRUCTURE			
	Labor Costs		Material Costs	
SIDING	<i>per unit</i>	<i>total</i>	<i>per unit</i>	<i>total</i>
OSB SHEATHING				
TYVEK HOUSE WRAP				
CEDAR SHAKE SIDING				
CORNER BOARD				
SUB RAKE FASCIA				
RAKE FASCIA				
WINDOW & DOOR TRIMS 1" x 6"				
SOFFIT				
<b>TOTAL LABOR / MATERIALS</b>				
SUPERVISION / CLERK				
PERMITS				
DEMOLITION				
DAILY TRASH / DEBRIS REMOVAL				
<b>TOTAL ADDITIONAL / MISCELLANEOUS</b>				
ALLOWANCE (5% of Base Bid – Labor, Materials, & Misc.)				
<b>TOTAL COSTS (Base &amp; Allowance)</b>				

*The Bidder acknowledges below, the receipt of Amendments to this solicitation of bids.*

AMENDMENT NUMBER	DATE

(2.) In submitting this bid, it is understood that the right is reserved by The Authority to reject any and all bids, and to waive any informalities in the bidding. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and certificates of insurance within fourteen (14) calendar days following the issuance of the Notice of Award letter.

## PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

- (3.) Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal, or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
- (4.) The bidder represents that the bidder ( ) **has**, ( ) **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10923, 1114, or 11246, as amended in the rules, regulations, and orders of the Secretary of Labor; and that the bidder ( ) **has**, ( ) **has not**, furnished all required compliance information and/or reports.
- (5.) Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that they do not maintain or provide for his / her employees any segregated facilities at any of their establishments, and that they do not permit employees to perform services at a location, under the bidders control, where segregated facilities are maintained. The bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location, under his / her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities, provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The bidder further agrees that (except where he / she has obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00; that they will retain such certifications in their files; and that they will forward a notice to their proposed subcontractors as provided in the instructions to bidders.

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

DATE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE:

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

FEDERAL ID NUMBER:

\_\_\_\_\_

CONTRACTOR REGISTRATION NUMBER:

\_\_\_\_\_

Subscribed and sworn to before me this

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

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

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

VENDOR:

\_\_\_\_\_

BY

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

**Owner**, if bidder is an individual

**Partner**, if bidder is a partnership

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

(EXECUTE AND RETURN ONE COPY OF BID)

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## NON-COLLUSIVE AFFIDAVIT

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

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

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

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

\_\_\_\_\_

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

Signature & Title:

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

Subscribed and sworn to before me this

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

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

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## COMPANY PROFILE FORM

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

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

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

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

Please attach a brief biography / resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in RI, if applicable; (c) Former Name and Year Established, if applicable; and (d) Name of Parent Company and Date Acquired, if applicable.

### **IDENTIFY PRINCIPALS / PARTNERS IN FIRM**

Name	Title	% Of Ownership

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

Name	Title

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

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

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

African/African American | Alaskan/Native American | Hispanic/Hispanic American | Asian/Asian American  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

Hasidic Jew | Woman-Owned (WBE) | Woman-Owned (Caucasian) | Disabled Veteran | Other (Specify)  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

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

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

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

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

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

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

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

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

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

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

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



# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## DEBARRED STATEMENT

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

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

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

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

---

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

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

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

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

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

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

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



# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## LIST OF SUBCONTRACTORS

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

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

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

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

# PROVIDENCE HOUSING AUTHORITY – BID PACKAGE

## **VENDOR DISCLOSURE AGREEMENT**

Entity Completing Form: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

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

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

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

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

I certify that I am not related to a Providence Housing Authority employee, Board member, or Agent

I am not aware of any relatives being employed by the Providence Housing Authority

I am related to an individual and disclose the following information:

Name(s) of Individual(s):

Address(es) of Individual(s):

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

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

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

**PROVIDENCE HOUSING AUTHORITY – BID PACKAGE**  
**CERTIFICATION CONCERNING PREVAILING WAGE REQUIREMENTS**

Contractor

Subcontractor

PROJECT \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

SUBCONTRACTOR \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_

1. The undersigned acknowledges that:
  - a. The named project is being financially assisted by the Federal Government (HUD).
  - b. The payment of prevailing wages is required under the Davis Bacon Act and that the application U.S. Dept. of Labor's General Wage Decision schedule has been included as part of the above-described contract.
  - c. The correction of any infractions of the David Bacon and related Acts, included infractions by lower tier subcontractors, is the responsibility of the prime contractor.
  
2. The undersigned, being a duly sworn officer of the above identified contractor, certifies that:
  - a. The payment of prevailing wages as described in 1(b) above shall be paid to all employees of the above-named contractor for the duration of the contract period.
  - b. Upon execution of any contract with lower tier subcontractors, and prior to their mobilization on site, a copy of this form shall be submitted through the prime contractor to the Providence Housing Authority.
  - c. The firm has not been determined to be ineligible for award of a government 0 contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12 (a)(1).

\_\_\_\_\_  
CONTRACTOR / SUBCONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn to before me this

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

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

My commission expires \_\_\_\_\_, 20\_\_\_\_